

2018-2021 FACULTY CONTRACT



# Agreement Between

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Cornish College of the Arts

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And

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Cornish Federation of Teachers

**2018 – 2021 Agreement**

## **Collective Bargaining Agreement**

**By and 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.

# **1 Article I. Framework**

## **1.1 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.

## **1.2 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, and supervisors as defined by the National Labor Relations Act.

## **1.3 Agreement Distribution**

The College will have the Agreement reproduced after editing and ratification 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.

## **1.4 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.

Either party, may request to 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.

## **1.5 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:

- 1.5.1 The right to determine the location of physical facilities and the right to establish new facilities and to relocate or close old facilities.
- 1.5.2 The determination of the financial policies of the College, including general accounting procedures, inventory of supplies, and equipment procedures.
- 1.5.3 The right and responsibility to conduct all publicity and public relations for the College.

- 1.5.4 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.
- 1.5.5 The right to determine and the responsibility to maintain the safety, health, and property protection measures of the College.
- 1.5.6 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 in this agreement.
- 1.5.7 The right to initiate, approve or deny changes in curriculum, programs, and other academic and artistic activities with faculty input and involvement.
- 1.5.8 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.
- 1.5.9 The right to determine matters concerning the College.

## **1.6 Federation Rights**

### **1.6.1 General Rights**

#### **1.6.1.1 Use of College Facilities by the Federation and Representatives**

**1.6.1.2 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:**

**1.6.1.2.1 The Federation agrees to reimburse the College for any abnormal costs incurred as a result of such use.**

**1.6.1.2.2 Such use or access does not interfere with previously scheduled staff activities or other assigned duties of employees.**

**1.6.1.2.3 Such use or access does not interfere with classroom educational programs.**

**1.6.1.2.4 Building use for meetings is properly scheduled.**

## 1.6.2 Communication

- 1.6.2.1 The Federation has the right to publicize its activities consistent with College policies.
- 1.6.2.2 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.
- 1.6.2.3 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.

## 1.6.3 Representation on Search Committees

### 1.6.3.1 Search Committees for President, Provost, Associate Provost:

- 1.6.3.1.1 A search committee will be established for the hiring of a College President, Provost, or Associate Provost and will include faculty representation.
- 1.6.3.1.2 There shall be a minimum of two faculty representatives on the committee, one chosen by Faculty Senate and one by the CFT. Additional representatives of the faculty will occur in consultation with the Chair of the Presidential Search Committee.
- 1.6.3.1.3 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.

### 1.6.3.2 Search Committees for Department Chairs

- 1.6.3.2.1 The Provost will convene a search committee for the hiring of a Department Chair. The committee will consist of a chair of the committee, faculty, staff and/or administration. It is desirable that the majority of the faculty on the search committee will be drawn from the department. The Provost, as the hiring authority, does not serve on the committee. The committee will make a recommendation to the Provost for hire or to close the search.
- 1.6.3.2.2 Faculty representation on the committee will be in proportion to the overall size of the committee.

## **1.7 No Strike/No Lockout**

There shall be no work slowdowns, stoppages, strikes or sympathy strikes and picketing is prohibited in front of Cornish facilities. There shall be no lockout of faculty by the College.

## **1.8 General Definitions**

1.8.1 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.

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

1.8.2.1 The fall semester begins ten (10) workdays before the first day of classes, and core faculty will be available for departmental and college responsibilities for no more than four (4) of those ten (10) days, to be announced before the last day of classes in the previous spring semester. Faculty with known conflicts at the time the workdays are announced should discuss alternate arrangements with their Department Chair. Chairs will make every effort to ensure the four workdays are contiguous.

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

1.8.2.3 Spring semester begins five (5) workdays prior to the first day of classes and ends five (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.



- 1.8.2.4 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.
- 1.8.2.5 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.
- 1.8.2.6 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).
- 1.8.3 Anniversary Date: The faculty member's date of hire as a faculty member and date used to calculate seniority.
- 1.8.4 Fiscal Year: The twelve (12) month period used by the College for accounting purposes.
- 1.8.5 Holidays
  - 1.8.5.1 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 President's Day. If the holiday falls on a Saturday or Sunday, faculty cannot be compelled to work on the day the holiday is observed.
  - 1.8.5.2 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.
- 1.8.6 Weekends

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

1.8.6.2 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.

1.8.7 Extended Breaks:

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

1. Thanksgiving Break  
Wednesday-Thursday-Friday
2. Winter Break  
December 24 through New Year's Holiday
3. Spring Break  
Five (5) consecutive workdays in March determined by the College
4. Summer Break  
End of spring semester through first day of fall semester (defined above)

1.8.8 Salary/Rate Grid

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

## **2 ARTICLE II. Faculty Structure, Appointments and Responsibilities**

### **2.1 FACULTY CATEGORIES**

#### **2.1.1 Core (Professor, Associate Professor, Assistant Professor)**

**2.1.1.1** Teach a full-time workload (100% FTE as defined by Article 12 Workload).

**2.1.1.2** Core faculty may be appointed at less than 1.0 FTE at the time of initial hiring, by mutual agreement between the faculty member and the College, or in accordance with Article

#### **2.1.2 Instructor**

**2.1.2.1** Instructors are hired on a semester-by-semester basis to fulfill the tasks outlined in their letter of appointment.

**2.1.2.2** Instructors 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 instructor is asked to perform specific academic support tasks beyond the scope of their appointment, they will be paid a stipend.

**2.1.2.3** Only work requests initiated by a supervisor are subject to payment.

**2.1.2.4** 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.

**2.1.2.5** 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).

**2.1.2.6** On the occasion that instructors are invited to perform creative functions for the College, and when these tasks are unrelated to teaching and College curriculum, will be paid a stipend. 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).



2.1.2.7 Stipend amount 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

2.1.2.8 Integrated Studies instructors are paid at a flat rate of \$500 per semester for course planning and coordination.

### 2.1.3 Other Faculty

#### 2.1.3.1 Visiting Faculty

2.1.3.1.1 Fill a limited need such as teaching in special areas of expertise, or in short-term residencies or in workshops.

2.1.3.1.2 Are appointed to contracts of no less than one semester and no more than four sequential semesters.

2.1.3.1.3 Participate in departmental and College-wide activities by mutual agreement of faculty and administration.

2.1.3.1.4 Fill a specific and identified role that supplements and/or enhances departmental curriculum.

2.1.3.1.5 Are compensated at the level agreed upon between the Provost, Department Chair, and faculty member.

#### 2.1.3.2 Interim Core Faculty

2.1.3.2.1 Are temporary hires, are for a one-year initial appointment and carry no promise or expectations of continued employment.

2.1.3.2.2 May be hired under the following circumstances: sabbatical leave, leaves of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability, or death when the usual hiring process is not feasible.

- 2.1.3.2.3 Work a full time 1.0 FTE load and participate in departmental and College service in the capacity of Core faculty. These include but are not limited to: department meetings, department or College committees or initiatives, recruiting events, College events or initiatives, Senate events or initiatives, convocation, commencement, recruiting, and trainings.
- 2.1.3.2.4 May be hired for an additional one-year renewal, when performance is satisfactory as demonstrated in the end-of-year evaluation, and there is mutual agreement of the faculty member, Chair and Provost.
- 2.1.3.2.5 Renewal or non-renewal notice will be given upon completion of the first year's evaluation. When the faculty member delivers instruction in more than one academic department, each department Chair will provide an evaluation.
- 2.1.3.2.6 Interim Core faculty hires may not exceed two academic years.
- 2.1.3.2.7 Interim Core Faculty Hiring. Department Chairs may request the hiring of an interim faculty member to the Provost by submitting the necessary Human Resources forms. Hiring of Interim Core faculty is subject to sufficient enrollment, funding and is not guaranteed.

## 2.2 FACULTY APPOINTMENTS

### 2.2.1 Definitions

- 2.2.1.1 The term "appointment" shall mean an employment agreement between an individual faculty member and Cornish College of the Arts that specifies the appointment details.
- 2.2.1.2 Seniority shall mean the number of consecutive years of full-time service as faculty 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.

### 2.2.2 New Hires/Appointments

- 2.2.2.1 The College is committed to diversity in hiring and retaining the most qualified faculty. The College will utilize various strategies and methods to achieve this goal including a rigorous and transparent hiring process. Searches for candidates to fill Core positions will be through national searches and shall be broad enough to ensure a diverse pool of applicants.

2.2.2.2 The final decisions on hiring all new Core faculty members shall be made by the President, after consultation with the Provost who has received recommendations from the Search Committee.

2.2.2.3 Search Committees for Core faculty positions:

2.2.2.3.1 The Department Chair will convene a search committee for the hiring of a Core faculty member. The committee will consist of the chair of the committee, Core faculty members of the department (if possible), and one member outside the department.

2.2.2.3.2 Core faculty will be provided with an opportunity to meet with finalists for any Core faculty position and share feedback with the search committee.

2.2.2.4 Placement of newly appointed Core faculty on the salary/rate grid is at the College's discretion.

2.2.2.5 Department Chairs will consult with department Core faculty on the hiring of non-Core faculty, when possible.

2.2.2.6 Appointment Length

2.2.2.6.1 Faculty hired to a Core position shall be given an initial three (3) year appointment. The initial three-year appointment shall be considered a probationary period and faculty shall be subject to non-renewal without cause on an annual basis for these three years. After successful completion of the probationary period, faculty shall be dismissed only for cause or as otherwise provided by this Contract.

2.2.2.6.2 Faculty hired into Core positions after having worked as Interim faculty will have the time in an Interim position credited toward completion of the Core probationary period. Their progress on the salary/rate grid will be credited and continuous.

2.2.2.7 Determination of Rank

2.2.2.7.1 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.

2.2.2.7.2 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.

## 2.3 PROMOTIONS AFTER INITIAL APPOINTMENT

- 2.3.1 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 at the beginning of the academic year in which they will have attained the highest step level in their current rank. If the faculty member applies for promotion and is denied, they may appeal. If the decision stands after all appeal processes, the faculty member must forego the next application cycle.
- 2.3.2 Request for Creation of a Core position. If a non-Core faculty member has been teaching a full-time equivalency for four consecutive semesters in the same curricular area, the Cornish Federation of Teachers may request the College create a Core position. Such a determination must be made by the College within the following academic year. If the position is opened and a search is undertaken, the faculty member may apply for the position and automatically be a finalist.
- 2.3.3 Department Chairs
  - 2.3.3.1 Upon appointment to department chair status, a current faculty member will retain their academic ranking.
  - 2.3.3.2 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 initiating the acting or interim appointment. Seniority will not accrue during their time as chair. The faculty member will return to their placement on the step/rate grid.
  - 2.3.3.3 Service as Chair will be considered in subsequent applications for promotion.
  - 2.3.3.4 A department chair appointed from outside the ranks of the College's Core faculty will not be considered a member of the faculty.
  - 2.3.3.5 If they choose to resign as department Chair, they 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.



### 3 ARTICLE III. Shared Governance

#### 3.1 PHILOSOPHY

Cornish College of the Arts and the Cornish Federation of Teachers participate in shared governance of the College.

#### 3.2 DEFINITIONS

- 3.2.1 "Shared" means to achieve faculty involvement in planning and decision-making processes and accountability. "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, 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.
- 3.2.2 "Consensus" means general agreement and depends upon open discussion of the issues.

#### 3.3 SPECIFIC MEASURES

- 3.3.1 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 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 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 sole representative of the faculty in matters of collective bargaining (*see Article I*) and, as such, will participate in and review the implementation of shared governance.
- 3.3.2 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 and, as such, their participation in such meetings is to be regarded as an important element of their service and 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.

- 3.3.3 The Senate 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 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 Senate in a timely manner.
- 3.3.4 Other important areas of governance that require meaningful faculty input and direct participation in decision-making processes 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.
- 3.3.5 It is a responsibility of the Core faculty to participate with academic leadership in decisions regarding faculty status, including appointments and reappointments of instructors and, promotions of Core faculty.
- 3.3.6 Faculty workloads will be established 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 Instructors will need to serve in this capacity (*see Article II*). In those situations these faculty members will be given appropriate compensation.
- 3.3.7 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.

## 3.4 FACULTY SENATE

- 3.4.1 The primary purposes of the Faculty Senate are:
- 3.4.1.1 To constitute a governing structure that serves as the deliberative body of the Cornish faculty and represents all faculty members.



- 3.4.1.2 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.
- 3.4.1.3 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.
- 3.4.2 The Senate will hold regular meetings of the entire 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.
- 3.4.3 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.
- 3.4.4 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. Voting rights of the ex-officio membership are determined by the Board of Trustees.
- 3.4.5 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.

### 3.5 COMMITTEE STRUCTURE

- 3.5.1 Faculty will participate in Department-level and College-wide committees. Those committees deal with, but are not limited to such things as:
  - Curriculum
  - Academic Standards and/or Operations
  - Finance
  - Admissions/Retention
- 3.5.2 Faculty will have a representative on the following committees of the Board of Trustees:
  - Finance Committee
  - Facilities Committee
  - Academic and Student Affairs Committee

- 3.5.3 A designated representative or representatives of the Faculty Senate will also meet on a regular basis with the Academic Council



## **4 ARTICLE IV. Individual Faculty Rights**

### **4.1 NO DISCRIMINATION**

In accordance with applicable federal, state, and municipal laws, the College and the Federation will not discriminate. The College and the Federation agree that they will not interfere with the right of faculty members to become or not to become members of the Federation or to participate or not participate in any lawful activities of the Federation.

### **4.2 PERSONNEL RECORDS**

- 4.2.1 Human Resources shall maintain personnel files for each faculty member. Each file shall contain any and all documents needed by the College to maintain adequate personnel records.
- 4.2.2 Any written material that has the potential to adversely affect a faculty member's status with the college shall:
  - 4.2.2.1 be shared with the faculty member prior to inclusion in a personnel file
  - 4.2.2.2 allow for the faculty member's signature and date to signify the content has been read and understood
  - 4.2.2.3 include information regarding the right to respond in writing
  - 4.2.2.4 allow the faculty member fifteen (15) work days to respond to such material
- 4.2.3 Records regarding an employee's involvement in faculty grievances shall not be included in the faculty member's personnel file.
- 4.2.4 Upon request and with appropriate scheduling, the faculty member may inspect their personnel file in the presence of the Vice President of Human Resources or their designee and shall be provided a copy of any document contained in the file.

### **4.3 OUTSIDE EMPLOYMENT**

A faculty member may undertake outside employment if this employment does not interfere with their faculty responsibilities.

### **4.4 MATERIALS AND OWNERSHIP**

- 4.4.1 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 their name.
- 4.4.2 The faculty member will acknowledge the involvement and support of Cornish College of the Arts.

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

## 4.5 ACADEMIC FREEDOM AND RESPONSIBILITY

- 4.5.1 Academic freedom and freedom of expression are 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.
- 4.5.2 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.
- 4.5.3 The faculty member is a citizen, a member of a learned/artistic profession and an employee of the College. When they speak or write as a citizen, they shall be free from institutional censorship or discipline.
- 4.5.4 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.

## 4.6 WORK CONDITIONS AND SAFETY

- 4.6.1 The work 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, work conditions will provide faculty members with the support they need to conduct professional activities and to facilitate learning among its students.
- 4.6.2 The College will maintain a safe, healthy and sanitary workplace and environment, consistent with all applicable regulations and laws.
- 4.6.3 No faculty member is expected to risk injury or illness during employment. Faculty members should take reasonable steps, such as notifying management of any unsafe conditions they recognize during their work. Faculty must notify management, whenever possible, prior to any notification of an outside third party.
- 4.6.4 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 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.

- 4.6.5 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



## **5 ARTICLE V. Faculty Evaluations**

### **5.1 CORE FACULTY EVALUATIONS**

5.1.1 Each year Core faculty complete an evaluation process.

5.1.1.1 In September, Core faculty will set their goals for the upcoming academic year, and they will submit their goals in writing to the Department Chair. Goals will address their teaching, service, and scholarship/creative practice. They will then meet with their Department Chair to review and plan goal implementation. The Chair may provide Faculty with guidance or direction.

5.1.1.2 By the start of the 2<sup>nd</sup> week of May, faculty will write a self-evaluation that will form the basis for a conversation between the Chair and the faculty member. The self-evaluation will address Faculty success in meeting goals set in September.

5.1.1.3 The Chair and Faculty set a meeting to review student course evaluations.

5.1.1.4 Taking into consideration completion of goals, student course evaluations, service contributions, scholarship/creative practice achievements, the Chair will write an annual evaluation, which will be shared with the faculty member. The evaluation will be written using appropriate forms provided by the Human Resources department.

5.1.1.5 During the three year probationary period for new Core faculty, Department Chairs will include classroom observation in the annual evaluation.

5.1.1.6 By June 30th, all of the above mentioned materials must be submitted to Human Resources. Faculty may respond to the Chair's evaluation, or any part of the evaluation process, and may do so in writing any time before the commencement of the following semester.

5.1.1.7 Responsibility for the adherence to processes and procedures for annual evaluations of faculty resides with the Department Chair.

### **5.2 INSTRUCTOR EVALUATIONS**

5.2.1 Evaluation by department Chairs will be based on the review of course evaluations, classroom observation, and the capacity of instructors to meet required responsibilities, including the production of syllabi, the timely submission of grades and adherence to the College's standards of conduct as outlined in the Faculty Handbook.

5.2.2 Each semester the Instructor must complete the self-evaluation form and submit it to their Chair no later than the last day of classes, unless the Instructor is hired for two semesters in an academic year. If an instructor's is hired for two semesters in academic year, they may complete one evaluation at the end of academic year.

- 5.2.3 The Chair will review the self-evaluation and writes an evaluation, which is then shared with the Instructor. The Instructor may respond to the evaluation in writing. Responses will be attached to the annual evaluation. The evaluation will be written using appropriate forms provided by the Human Resources department.
- 5.2.4 The Chair submits the completed evaluation to Human Resources no later than two weeks after the last day of classes for inclusion in the personnel file.
- 5.2.5 All evaluation materials will be reviewed by the Provost.

### **5.3 INADEQUATE PERFORMANCE: CORE FACULTY**

- 5.3.1 Should a faculty member's evaluation process reveal areas of serious concern, those areas of concern must be explicitly stated in writing by the department Chair in the annual evaluation of the faculty member.
- 5.3.2 If the areas of concern are serious, persistent and verified a course of remediation will be developed collaboratively by the faculty member and their Chair in consultation with the Provost.
- 5.3.3 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.
- 5.3.4 Improvement in the identified area(s) of concern will be documented as an addendum to the Chair's evaluation.
- 5.3.5 Failure to improve in the identified area(s) of concern may be subject to discipline (see Article VI).

### **5.4 CORE FACULTY PROTECTIONS**

- 5.4.1 The faculty member has the right to respond to or dispute in writing negative evaluation material (see *Individual Faculty Rights* Article 4.2.2).
- 5.4.2 If the terms, time-frame and specific goals and/or outcomes of remediation within the evaluation process cannot be mutually agreed upon by the Chair and faculty member, the Provost will mediate to seek resolution.
- 5.4.3 If disciplinary action is taken, the faculty member has the right to respond to such measures according to Article VII, *Grievance*.

## **6 ARTICLE VI. Corrective Actions and Disciplinary Actions**

### **6.1 REPRESENTATION / WEINGARTEN RIGHTS**

- 6.1.1 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 they may be subject to disciplinary action.
- 6.1.2 When a faculty member requests a representative:
  - 6.1.2.1 It shall be the faculty member's responsibility to contact a Federation representative of their choosing.
  - 6.1.2.2 Within reason, meeting times will be rescheduled to allow for the presence of the Federation representative.
  - 6.1.2.3 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.
  - 6.1.2.4 The role of the representative will be to assist and counsel the Faculty.
  - 6.1.2.5 The representative will not interfere with the College's ability to conduct an investigation.
  - 6.1.2.6 Other or additional witnesses/representatives may be present with the mutual agreement of the College, the faculty member, and the Federation.
  - 6.1.2.7 Nothing herein shall be construed to preclude a supervisor or administrator from meeting, counseling, and consulting with a faculty member.

### **6.2 ORDER OF CORRECTION**

- 6.2.1 Counseling
  - 6.2.1.1 "Counseling" is defined as guidance or redirection provided by the supervisor to the faculty member in an effort to avert formal disciplinary action.
  - 6.2.1.2 A counseling cannot be grieved and may be documented in writing in the faculty personnel file as a non-disciplinary corrective measure.
    - 6.2.1.2.1 Such documentation will be provided to 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.



6.2.1.2.2 Documentation of a counseling may be attached to the next faculty evaluation.

**6.2.2 Formal Disciplinary Actions**

6.2.2.1 Formal disciplinary actions shall be administered in accordance with the principles of Just Cause.

6.2.2.2 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 progressive disciplinary action. 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.

6.2.2.3 No formal disciplinary action will be imposed without an appropriate investigation except under the circumstances referred to in VI.B.2.b.

6.2.2.4 The order of disciplinary action is

6.2.2.4.1 Written Warning

6.2.2.4.2 Final Written Warning or Suspension without pay

6.2.2.4.3 Dismissal

6.2.2.5 The faculty member and the Federation shall be notified in writing prior to formal disciplinary action being imposed.

6.2.2.6 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.

6.2.2.7 The faculty member shall have seven (7) days to respond to the decision orally and/or in writing.

6.2.2.8 Any grievance of imposed disciplinary action shall be filed at the level of the Human Resources within 30 days of the imposition of discipline.

6.2.2.9 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.2.A, any grievance filed by the Federation shall be filed at step 1. If Human Resources was involved in the decision to impose discipline on the faculty member, the grievance shall be filed at step 2.

## 6.3 INVESTIGATIONS

- 6.3.1 Investigations of allegations of misconduct or complaints made against a faculty member shall be conducted in a timely manner. Details of complaints against a faculty member must be documented in writing either by the complainant or by the individual receiving the complaint (initialed by the complainant).
  - 6.3.1.1 Nothing herein precludes the College from gathering information prior to and in order to determine if an investigation is warranted.
  - 6.3.1.2 The decision to investigate will be made within fourteen (14) calendar days of the date of the allegation or complaint.
  - 6.3.1.3 Notification will include
    - 6.3.1.3.1 the details of the allegation or complaint
    - 6.3.1.3.2 notice that the faculty member is entitled to representation as stipulated in VI.A.
  - 6.3.1.4 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.
  - 6.3.1.5 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.
  - 6.3.1.6 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.
  - 6.3.1.7 The College will inform both the faculty member and the Federation if a complaint is filed against the faculty member involving professional licensing boards or law enforcement agencies. The College will provide the faculty member and the Federation with a copy of any such written complaint at the time it is filed.



- 6.3.1.8 When a Title IX complaint or an allegation of a Title IX violation is received by the College, any resulting Title IX investigation has priority over any related investigation or discipline under the Agreement. A Title IX investigation is a fact-finding process and is not disciplinary. If the investigation finds the complaint or allegation to have merit, any further action in regards to the employee shall be conducted under the provisions of the Agreement. Information obtained during the Title IX investigation may be used in any subsequent investigation or disciplinary action. The employee has the right to representation at any meeting they are to attend.

## **6.4 ADMINISTRATIVE LEAVE**

- 6.4.1 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.
- 6.4.2 Administrative leave is not a formal disciplinary action. Its imposition can be grieved should it be imposed arbitrarily or unfairly or is of unreasonable duration.

## **7 ARTICLE VII. Grievance**

### **7.1.1 GENERAL**

- 7.1.1.1** 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.
- 7.1.1.2** 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.
- 7.1.1.3** Informal settlement: An informal settlement of differences (see Article 7.2.1.) is not a formal grievance and may be pursued independently by an individual faculty member with or without the participation of the Federation.
- 7.1.1.4** Federation approval: Any formal grievance must be approved and filed by the Federation President or designee.
- 7.1.1.5** 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 Instructors), any formal grievance must be filed within thirty (30) calendar days of the adverse action.
- 7.1.1.6** Timely processing: Once filed, formal grievance shall be processed as rapidly as possible, in keeping with the timelines stipulated in Article 7.1.5.
- 7.1.1.7** 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.
- 7.1.1.8** 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.
- 7.1.1.9** Bypassing steps: any of the steps of the grievance procedure may be bypassed with the mutual consent of the parties.

7.1.1.10 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.

7.1.1.11 All grievance meetings shall be held during normal business hours unless alternative times are mutually agreed to.

7.1.1.12 If formal disciplinary action is taken against a faculty member with the Vice President of Human Resources' involvement, the ensuing grievance shall be submitted at Step 2 within the timeline set forth in Article 7.2.1.6.

## **7.2 GRIEVANCE PROCEDURE**

### **7.2.1 Informal Settlement of Differences**

7.2.1.1 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.

7.2.1.2 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.

7.2.1.3 After such a request has been made, the parties shall meet and earnestly attempt to resolve all differences and questions identified.

7.2.1.4 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.

7.2.1.5 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.

7.2.1.6 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.



- 7.2.1.7 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 Article 7.2.1.6. If the Vice President of Human Resources was involved in the informal settlement process, the grievance shall be submitted at step 3 within the timeline set forth in Article 7.2.1.6.

## **7.3 GRIEVANCE STEPS**

(For filing deadlines, refer to Article 7.1.5.)

### **7.3.1 Step 1 - Human Resources**

- 7.3.1.1 If an informal settlement of differences is undertaken and fails, the Federation may file a grievance in writing to the Vice President of Human Resources within fourteen (14) calendar days from the receipt of notice of failure of the informal process.
- 7.3.1.2 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.
- 7.3.1.3 The grievance shall be filed electronically with the Human Resources department, printed version following.
- 7.3.1.4 The Vice President of Human Resources 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.
- 7.3.1.5 The Vice President of Human Resources shall respond in writing to the Faculty member and Federation President.
- 7.3.1.6 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 unless an extension is mutually agreed upon.

### **7.3.2 Step 2 – President's Review**

- 7.3.2.1 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 Vice President of Human Resources' written response if it is not satisfied with the response or if no response is forthcoming.

7.3.2.2 The President (or the Presidents designee) shall meet with the Federation representative and respond in writing within fourteen (14) calendar days after receiving the request.

**7.3.3 Step 3 – Mediation (Optional)**

7.3.3.1 By mutual agreement, the parties may at any time jointly request mediation by the Federal Mediation and Conciliation Service (FMCS).

7.3.3.2 Any grievance not resolved in mediation may be submitted by the Federation to engage in arbitration within fourteen (14) calendar days after the date the mediator or any of the parties declare an impasse.

7.3.3.3 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.

**7.3.4 Step 4 – Arbitration**

7.3.4.1 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.

7.3.4.2 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.

7.3.4.3 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.

7.3.4.4 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.

- 7.3.4.5 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.
- 7.3.4.6 The decision of the arbitrator shall be final and binding.
- 7.3.4.7 The fees and expenses of arbitration shall be shared equally by the Federation and the College.

## **8 ARTICLE VIII: REDUCTION IN FORCE**

### **8.1 DEFINITION**

Reduction in force refers to the involuntary termination or reduction of a faculty member's employment for reasons unrelated to the faculty member's performance. Reductions in force may result from program changes, financial exigency, or financial emergencies.

### **8.2 DEPARTMENT OR PROGRAM CHANGES**

- 8.2.1 A change that includes the reconfiguration, reduction, or discontinuation of a program or department and results in an elimination or reduction of Core faculty positions
- 8.2.2 In the event of program or departmental change, the College will provide the Federation notice of the change with the number of faculty positions affected and the identified skills needed including relevant information such as student demand and the availability of resources.
- 8.2.3 The College will make reasonable efforts to plan any program or department changes to minimize the need for reductions in force. However, if a reduction-in-force, the College shall determine which faculty positions shall be laid off.
- 8.2.4 When a Core faculty member's workload is reduced by department or program changes, the College will offer the affected faculty member equivalent contact hours (or credits) within the College whenever such hours are available, provided the Core faculty member is qualified to teach in the subject area.
- 8.2.5 When a Core faculty member's appointment is to be discontinued as a result of program or department discontinuance, reconfiguration or reduction, the College will offer said faculty member(s) another teaching position wherever a position is available, provided the faculty member is qualified to teach in the new position. The affected faculty shall have an opportunity to offer an alternative for consideration by the College provided that such alternative is expeditiously provided.

### **8.3 FINANCIAL EXIGENCY**

- 8.3.1 A financial exigency is a condition of projected deficit (such as low enrollment) in the College's budget of such an order of magnitude that a reduction of faculty members is necessary. The College may declare a state of financial exigency and the following processes for reducing the size of the faculty may be utilized, only after broad consultation with the Department Chairs and Provost, the CFT and the Faculty Senate. As part of this process, the College shall make available budget and other relevant data to allow all parties to assess the financial exigency.



- 8.3.2 During a period of financial exigency, all members of the faculty are subject to reassignment to accommodate departmental curricular changes made necessary by staffing and budget reductions.
- 8.3.3 If a financial exigency is declared, the College will provide not less than 120 days written notice to CFT. The College will prepare a plan to address the financial exigency and will provide that plan to CFT and the Faculty Senate. The plan will include the budgetary cuts and efficiencies proposed or implemented by the college prior to laying off of faculty.

## **8.4 FINANCIAL EMERGENCIES**

- 8.4.1 A financial emergency is defined as a sudden, catastrophic situation (including, but not limited to a natural disaster, public health crisis, or act of terror) that requires budget reductions of such a magnitude that the layoff of faculty is necessary and of such urgency that the procedures outlined in Article VII.3 cannot reasonably be followed.
- 8.4.2 If the College determines that a financial emergency requires a reduction in force, the College will notify CFT as soon as possible. The notice will include the reasons for the determination and the College's planned response. Any reduction in force that results from a financial emergency will, to the extent practical, follow the steps and timelines described in Article VII.3.

## **8.5 ORDER OF REDUCTIONS IN FORCE**

In cases of Financial Exigency or Financial Emergencies and following any voluntary reductions, reductions in force of faculty will first affect Instructors on semester appointments. Reductions of Core faculty will be on the basis of seniority within classification, provided that skills and abilities are equal. In evaluating skills and abilities, the College will take into consideration the prior performance evaluations of the qualified faculty members.

## **8.6 DESIGNATED HIRING POOL**

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



## **9 ARTICLE IX. LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee shall be formed to provide a forum for communication between the parties and to promote constructive union-management relations.

### **9.1 MEETINGS**

Committee meetings will be used for discussions and shared problem-solving only, and shall have no authority to conduct any negotiations or to modify the provisions of this Agreement.

### **9.2 COMMITTEE COMPOSITION**

The Labor-Management Committee will up to four (4) faculty members selected by the CFT; and up to four (4) administrative representatives selected by the Administration.

### **9.3 SCHEDULE OF MEETINGS**

Either party may request a meeting of the Labor-Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a Committee meeting will be scheduled at a mutually acceptable time and place.

### **9.4 AGENDAS**

Agendas shall be agreed upon at least five (5) business days prior to the meeting.

## **10 ARTICLE X. Compensation**

### **10.1 SALARY**

#### **10.1.1 General Statements**

10.1.1.1 1. Compensation shall be effective August 1 of each year and is determined by placement on the faculty rate grid (Appendix A).

10.1.1.2 Core faculty shall be assigned rank based on merit and seniority (Assistant Professor steps 1-8, Associate Professor steps 9-16, Full Professor steps 17 and above).

10.1.1.3 Core faculty advance one Step on the faculty rate grid (Appendix A) August 1 unless their Step is at the top of their rank.

10.1.1.4 FTEs in excess of 1.0 for any faculty shall be paid at Step A of the Instructor Salary Grid.

10.1.1.5 Core faculty appointed to less than 1.0 FTE (see Article II) who exceed their appointed FTE will be compensated for any excess teaching at Step A of the Instructor Salary Grid

#### **10.1.2 Course Cancellation**

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

#### **10.1.3 Summer Session Degree Programs**

Faculty teaching College degree-granting classes during the summer session shall be paid at Step A on the Instructor rate grid.

### **10.2 FACULTY DEVELOPMENT FUND**

10.2.1 The College will finance the Faculty Development Fund annually at a total equal to \$500 per Core Faculty member.

10.2.2 All benefit-eligible faculty may apply for faculty development funds.

10.2.3 The Faculty Senate Executive Committee is charged with developing criteria and rubric for assessment of faculty applications and soliciting faculty applications.

10.2.4 The Faculty Senate President or designee will convene among the faculty at large a Faculty Development Fund Committee to evaluate applications based on the established criteria or rubric. The committee members will identify a chair to coordinate the committee's work.

- 10.2.5 The committee chair will provide the Senate Executive Committee and Provost with a recommendation for successful applications no later than December 1 for Fall semester applications and April 1 for Spring semester applications.
- 10.2.6 Processes for application for and distribution of funds will be revised as necessary by the Faculty Executive Committee, subject to approval by the Provost and the College President.

### **10.3 FACULTY SABBATICALS**

- 10.3.1 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.

#### **10.3.2 Funding**

10.3.2.1 The College will fund three (3) faculty sabbaticals per year.

10.3.2.2 Funding for each awarded sabbatical will be equivalent to one-half of the individual'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.

10.3.2.3 The College will continue to provide all existing benefits to faculty members on sabbatical leave.

- 10.3.3 Eligibility. Core faculty are eligible to apply for sabbatical leave after they have worked six full-time years as Core faculty at Cornish College of the Arts.

#### **10.3.4 Criteria**

10.3.4.1 The Faculty Senate Executive Committee is charged with developing criteria and rubric for assessment of faculty applications, and soliciting faculty applications.

10.3.4.2 The Faculty Senate President or designee will convene among the faculty at large a Faculty Sabbatical Committee to evaluate applications based on the established criteria or rubric. The committee members will identify a chair to coordinate its work.

10.3.4.3 The committee chair will provide the Senate Executive Committee and Provost with a recommendation for successful applications no later than March 15. Sabbaticals will be awarded on the basis of the merits of the proposed project.

10.3.4.4 For applications received during the 2018/2019 academic year and the 2019/2020 academic year one of the three sabbaticals per year will be awarded based on seniority.

10.3.4.5 Processes to apply for, and distribution of funds, will be revised as necessary by the Faculty Senate Executive Committee , subject to approval by the Provost and the College President.

## **10.4 EMPLOYEE BENEFITS**

### **10.4.1 Insurance Benefits**

10.4.1.1 The College will continue to provide and pay the following for eligible faculty:

- Medical Insurance
- Dental and Orthodontic Insurance
- Life Insurance
- Long Term Disability Insurance
- Accidental Death and Dismemberment Insurance
- Flexible Spending Plan (administrative fees – elections are funded by employee)

10.4.1.2 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.

10.4.1.3 The College agrees to provide the union as much advance notice as possible of significant changes to its insurance coverage and agrees to engage in good faith discussion with the union about those changes.

### **10.4.2 Eligibility for Insurance Benefits**

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

### **10.4.3 Tuition Discount**

10.4.3.1 1. Faculty teaching fifty percent (.50 FTE) or more may take a maximum of six credits per semester free of tuition when space is available.



- 10.4.3.2 2. Faculty who wish to enroll in Cornish College courses must follow the policies and registration procedures that apply to non-matriculated students at the College. Faculty must pay for laboratory fees (when applicable) in full. Private instruction tuition is not included in the tuition discount benefit.

#### 10.4.4 Tuition Discounts for Faculty Members' Dependent Children

- 10.4.4.1 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 eight years from the initial date of matriculation.

##### 10.4.4.2 Instructors and less than .75 FTE Core Faculty:

Dependent children of Instructors (those working fifty percent or more) and Part Time Core Faculty (those appointed 75 percent or less) 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%

##### 10.4.4.3 Core Faculty:

Dependent children of full time 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%

10.4.5 Faculty Retirement Plan. The College will contribute an amount equivalent to a percentage of gross base wages to a defined contribution retirement plan (for contribution rates see Appendix A). Contributions shall be made monthly once the necessary enrollment forms have been completed and submitted to the Human Resources Office or submitted directly to the provider, depending on the specific provider's operating procedures. Eligible employees who fail to enroll will be automatically enrolled in the default plan as determined by the College.

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

10.4.5.1.1 Initially, faculty must have worked at least one year and have completed at least 600 hours of work within the initial year.

10.4.5.1.2 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.

## 11 ARTICLE XI. Leaves

### 11.1 GENERAL OVERVIEW

Department Chairs are responsible for ensuring that all class sessions are appropriately staffed. Faculty leaves will either require the arrangement for substitutes or a class cancellation. Leave request forms must be filed by the faculty member and approved by either the Chair, the Provost, or Human Resources, prior to the start of leave, depending on circumstances.

### 11.2 PAID LEAVE

#### 11.2.1 Sick Leave

All faculty will receive a pro rata of one week of contact hours per semester of sick leave. Sick leave for Core Faculty may be accumulated up to a total of 192 contact hours. A physician's statement may be required verifying the medical reason for utilization of the accumulated sick leave. Before returning from an extended medical leave (more than one week), the faculty member may be required to provide a written physician's release to return to work. In no instance will the College compensate a faculty member for unused leave upon termination of employment.

#### 11.2.2 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. Exceptions to "Immediate Family" will be considered at the discretion of Human Resources.

#### 11.2.3 Professional Leave

11.2.3.1 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.

11.2.3.2 Core faculty will be eligible for a maximum of five professional leave days per semester without salary reduction.

11.2.3.3 Professional Leave requires approval of both the Department Chair and the Provost

11.2.3.4 Faculty wishing to take professional leave should have such leave submitted to the Department Chair no later than three weeks prior to the leave.

- 11.2.3.5 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.

#### 11.2.4 Staffing for Leaves

- 11.2.4.1 The faculty member and the Department Chair will work collaboratively to make substitute arrangements for all leaves. Core faculty will substitute for each other when possible. 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 Instructor rate grid.
- 11.2.4.2 Since professional leave is normally foreseeable, arrangements for substitutes will be determined by the faculty member and the Chair and approved by the Provost in advance.
- 11.2.4.3 Instructors will be paid for substitution at their current Step placement on the Instructor rate grid.

### 11.3 UNPAID LEAVE

#### 11.3.1 Jury Duty

Faculty who are called for jury duty should notify their Department Chair and the Human Resources Department immediately. A faculty member who serves on a jury or who reports to the court for possible jury selection will suffer no loss in wages provided they are performing work (responding to correspondence, grading, prepping for class, etc.) during their leave. If a faculty member is incapable of performing work, their leave is unpaid.

#### 11.3.2 Extended Leave

- 11.3.2.1 Core 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.
- 11.3.2.2 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 with more than ten (10) years of service, subject to the terms, conditions, and limitations of the applicable plans, the College's portion of the health insurance benefits will be provided for one semester.
- 11.3.2.3 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.



### 11.3.3 On-The-Job Injury

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

11.3.3.2 Absence due to injury incurred in the course of the faculty member's performance of their 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.

### 11.3.4 Domestic Violence Leave

A faculty member who, or whose family member, is a victim of domestic violence, sexual assault, or stalking may take reasonable leave from work to, or to assist the family member to, (1) take care of legal or law enforcement needs (2) obtain medical treatment, mental health counseling, or social services assistance, or (3) participate in safety planning, including temporary or permanent relocation. Any Faculty member seeking leave for this purpose must provide as much advance notice as possible, except in cases of emergency. Faculty members taking this leave may use Sick Leave for this purpose.

## 12 Article XII. Workload

### 12.1 Philosophy.

Cornish College of the Arts and the Cornish Federation of Teachers affirm the philosophy and practice of an equitable and shared distribution of workload among Core faculty that balances the primary goal of educating students and the need to support the research/scholarships/creative activities and service duties of the faculty.

#### 12.1.1 Workload guidelines must adhere to these goals:

12.1.1.1 Simplicity and transparency to allow rational implementation

12.1.1.2 Flexibility to accommodate the differences inherent in the practice and pedagogy of each discipline

12.1.1.3 Equivalencies for parity to ensure workload is equitably distributed among faculty members appropriate to each discipline within a department and across the College

12.1.1.4 Benchmarked to peer institutions and core values of the College

#### 12.1.2 Core faculty contribute in varied and diverse ways to the mission of the College, including the delivery of curricula necessary to serve all of the College's programs and in compliance and collaboration with the College's accreditation bodies: NWCCU and NASAD. The College embraces the diversity of disciplines represented among its programs and the varied career emphases of faculty, while recognizing the need to maintain equitable expectations within and among the academic departments.

### 12.2.2. Definition of Terms

12.2.1 **"Faculty Workload"** refers to all faculty activities that contribute to the accomplishment of Department- and College-related activities and responsibilities. These include teaching, service to College or Department, and creative/scholarship/research activity.

12.2.2 **"Teaching and Instruction"** refers to faculty activities in and outside the classroom that are crucial to the quality of faculty teaching and student learning, and includes, but is not limited to:

- 12.2.2.1 Providing face-to-face instruction of students in conventional academic settings, such as seminar, lecture, studio or practice spaces, as well as via electronic or digital delivery.
- 12.2.2.2 Developing a course plan or course-level curricula per the guidelines established in the major's model program and advising template
- 12.2.2.3 Preparing syllabi and schedule of due dates
- 12.2.2.4 Selecting textbooks and other instructional materials
- 12.2.2.5 Preparing lessons, projects, exams, performances, and presentations, among other assignments
- 12.2.2.6 Assessing student learning, including formative and summative as well as direct and indirect assessments
- 12.2.2.7 Supervising or mentoring students in diverse learning environments
- 12.2.2.8 Applying in their teaching, current best practices and contemporary research on teaching methodologies and knowledge about learning

The following duties are additional to those described in 2.2 and apply to Core faculty:

- 12.2.3 **"Creative Practice, Research, or Scholarship"** is defined broadly to include basic research, the integration of knowledge, the transformation of knowledge through creative practice(s), the intellectual or imaginative work involved in teaching and facilitating learning, making, performance, and/or the application of knowledge to solve a compelling problem in the community. The productive artist/scholar/researcher is continuously involved in creative efforts, research, and writing that advance knowledge in a field. These activities may include but not be limited to:
  - 12.2.3.1 *Producing* works of art in a medium, including the performing, visual, and literary arts.
  - 12.2.3.2 *Adding* to the field of knowledge of a discipline or combination of disciplines;
  - 12.2.3.3 *Adding* to the knowledge and understanding of teaching;
  - 12.2.3.4 *Synthesizing* existing ideas within and/or across disciplines to provide new understanding;

12.2.3.5 *Applying* knowledge to contemporary social concerns so as to generate new understandings; and

12.2.3.6 *Applying* knowledge and skills to explicate relationship between theory and practice in order to address significant local, national, and global issues.

12.2.4 **"Service"** is defined as productive participation in the organization, shared governance, activities, initiatives and/or projects of the department and College. The College expects faculty members will become increasingly active in service, assuming increased responsibilities over the course of their careers. Faculty perform service activities in regional, state or national organizations relevant to their field of art, research or scholarship in communities beyond the College, and contribute to deliberations about important regional, state, national, and international issues.

Service activities may include but not be limited to:

12.2.4.1 Department - Some activities to be considered in this category are:

- Serving on departmental committees
- Attending departmental meetings
- Ordering and maintaining supplies
- Assisting in the selecting of textbooks, software, etc.
- Attending or coordinating advisory committee meetings
- Assisting with maintaining labs, studios, rehearsal space or equipment
- Assisting with course scheduling
- Assisting with student placement
- Surveying alumni, industry, arts organizations
- Some performances or creative activities
- Serving as Area Lead and/or department liaison
- Contributing to advising or other similar tasks

12.2.4.2 College – Some activities to be considered in this category are:

- Serving in leadership capacity and participating committees in Faculty Senate, Senate Executive.
- Maintaining office hours
- Sending and/or answering email and voice messages in a timely manner
- Serving on college and/or division committees
- Sponsoring or advising a student organization
- Attending college meetings and/or functions, such as Portfolio Day
- Participating in recruiting activities on- or off-campus
- Attending commencement and convocation
- Participating in new faculty and new student orientation
- Attending student, faculty, and/or college sponsored events and activities
- Mentoring new faculty



- Attending and participating in student activities related to their College experiences, such as performances, exhibits, advising Student Interest Groups

#### 12.2.4.3 Faculty - Some professional collegial activities to be considered:

- Assisting colleagues in using technology
- Writing letters of nomination/recommendation
- Assisting colleagues in professional endeavors
- Mentoring new faculty members
- Substituting occasionally for colleagues
- Serving as an elected official or negotiator for the Cornish Federation of Teachers

## 12.3 Workload and Equivalencies

Faculty are committed to teaching excellence and recognize that Core faculty are responsible for carrying out the curricular goals established by departments and the College.

- 12.3.1 Expectations and equivalencies are based on a 40 hours per week during an academic year.
- 12.3.2 Expectations are designed to ensure student access to required and elective courses, provide opportunities for faculty to meet their College and professional service commitments, and support individual and collective scholarship or creative practice. These and the instructional activities of each faculty member are inextricably entwined, with one enriching the other.
- 12.3.3 **Distribution of Effort:** Faculty effort is generally distributed into duties in the following areas during an academic year.
  - 60% Teaching & Instruction
  - 20% Creative Practice, Research, and Scholarship
  - 20% Service Contributions to the Department and/or College

- 12.3.4 A faculty member's balance of duties may vary from the standard 60/20/20 by mutual agreement of the faculty member, Chair, and Provost.
- 12.3.5 **Workload Assignment:** In consultation with departmental faculty, the Chair with the approval of the Provost assigns the workload for each individual faculty member. The Chair reviews with the Provost teaching assignments, class schedules and the appropriate application of workload equivalents. The Chair may assign workload equivalencies with the approval of the Provost for specific duties that are considered essential to the academic mission of the College. The Chair provides faculty members with a statement of their workload each year.
- 12.3.6 **Staffing:** The Chair assigns faculty members to teach courses. The primary considerations for course assignments are teaching experience, subject expertise, past performance, and shared responsibility among the faculty body to engage in service.
- 12.3.7 **Scheduling:** The Chair is responsible for scheduling of classes. The primary consideration for scheduling classes is student need to meet program or major requirements within a reasonable time frame. The scheduling of some classes may be determined by the need to serve nontraditional students.
- 12.3.8 **Summer Teaching:** Undergraduate summer teaching cannot be guaranteed to any faculty member, assignments are for a partial load, when offered, and may be declined by faculty. Size, content, and staffing of summer courses are dictated by budgetary constraints and curricular needs. Compensation for summer teaching is at A rate of the Instructor pay grid.
- 12.3.9 **Overload:** To maintain a quality standard of teaching and the desirability of faculty involvement in scholarship or creative practice and service activities, overload assignments are made sparingly. Overload assignments may be made in unusual circumstances with the agreement of the faculty member, Chair, and Provost.
- 12.3.10 **Faculty Committees:** Serving on department, College, and Faculty Senate committees constitutes service. Non-instructional administrative or other work contributions by Core faculty also constitute service. All committees are not created equal. As such, the Faculty Senate will annually review the required work of committee members, assigning workload value, faculty participation in committees across the College, in order to ensure that institutional service is completed and balanced among the faculty.
- 12.3.11 **Other Faculty Duties:** To provide quality teaching and mentorship of students, faculty are expected to maintain current knowledge about College, department, and program requirements as well as policies. Faculty shall participate in Title IX and Civil Rights, FERPA, safety, and other trainings necessary to carry out their responsibilities. Faculty are expected to participate in recruitment, graduation and convocation ceremonies, and other activities appropriate to their role as faculty.

**12.3.12 Reassign Time:** A faculty might be asked by the Department Chair or the Provost to assume a mission critical responsibility beyond what would normally be expected of service. In these cases the faculty member will receive reassigned instructional time to perform these responsibilities. Faculty may apply to the Chair for instructional reassign time. All faculty reassignments are approved by the Provost.

**12.3.13** These College annual workload equivalencies are authorized and overseen by the Provost.

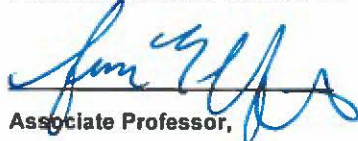
- Faculty Senate President – 0.3 FTE
- Faculty Assessment Coordinator – 0.3 FTE
- Writing Center Director – 0.5 FTE
- Visual Arts Foundation Director – 0.5 FTE

## 13 ARTICLE XIII. 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 through May 30, 2021. 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.
3. 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.
4. Negotiations on a successor Agreement shall be opened no later than October 30, 2020, with a target date for ratification by April 10, 2021.

### ACCEPTED

For the Federation: Amanda Hill

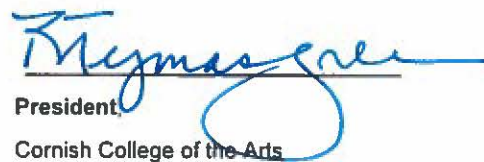


Associate Professor,

Cornish Federation of Teachers

7/20/18  
Date

For the College: Raymond Tymas-Jones



President,

Cornish College of the Arts

July 20, 2018  
Date

#### Negotiators:

Cornish Federation of Teachers:

*Elizabeth Darrow, Associate Professor*

*Ryan Hartigan, Associate Professor*

*Natalia Ilyian, Professor*

*Paul Taub, Professor*

Cornish College of the Arts:

*Joseph Canfield, Vice President of Human Resources*

*Star Rush, Interim Provost*



## Appendix B: Rate Grid

### Core Faculty Rate Grid

		2018/2019	2019/2020	2020/2021
Assistant Professor	Step 1	\$51,000	\$51,500	\$52,000
	Step 2	\$51,500	\$52,000	\$52,500
	Step 3	\$52,000	\$52,500	\$53,000
	Step 4	\$52,500	\$53,000	\$53,500
	Step 5	\$53,000	\$53,500	\$54,000
	Step 6	\$53,500	\$54,000	\$54,500
	Step 7	\$54,000	\$54,500	\$55,000
	Step 8	\$54,500	\$55,000	\$55,500
Associate Professor	Step 9	\$55,000	\$55,500	\$56,000
	Step 10	\$55,500	\$56,000	\$56,500
	Step 11	\$56,000	\$56,500	\$57,000
	Step 12	\$56,500	\$57,000	\$57,500
	Step 13	\$57,000	\$57,500	\$58,000
	Step 14	\$57,500	\$58,000	\$58,500
	Step 15	\$58,000	\$58,500	\$59,000
	Step 16	\$58,500	\$59,000	\$59,500
Full Professor	Step 17	\$59,000	\$59,500	\$60,000
	Step 18	\$59,500	\$60,000	\$60,500
	Step 19	\$60,000	\$60,500	\$61,000
	Step 20	\$60,500	\$61,000	\$61,500
	Step 21	\$61,000	\$61,500	\$62,000
	Step 22	\$61,500	\$62,000	\$62,500
	Step 23	\$62,000	\$62,500	\$63,000
	Step 24	\$62,500	\$63,000	\$63,500
	Step 25	\$63,000	\$63,500	\$64,000
	Step 26	\$63,500	\$64,000	\$64,500
	Step 27	\$64,000	\$64,500	\$65,000
	Step 28	\$64,500	\$65,000	\$65,500
	Step 29	\$65,000	\$65,500	\$66,000
	Step 30	\$65,500	\$66,000	\$66,500
	Step 31	\$66,000	\$66,500	\$67,000
	Step 32	\$66,500	\$67,000	\$67,500
	Step 33	\$67,000	\$67,500	\$68,000
	Step 34	\$67,500	\$68,000	\$68,500
	Step 35	\$68,000	\$68,500	\$69,000
	Step 36	\$68,500	\$69,000	\$69,500
	Step 37	\$69,000	\$69,500	\$70,000
	Step 38	\$69,500	\$70,000	\$70,500
	Step 39	\$70,000	\$70,500	\$71,000
	Step 40	\$70,500	\$71,000	\$71,500
	Step 41	\$71,000	\$71,500	\$72,000
	Step 42	\$71,500	\$72,000	\$72,500
	Step 43	\$72,000	\$72,500	\$73,000
	Step 44	\$72,500	\$73,000	\$73,500

### Instructor Rate Grid

	2018/2019	2019/2020	2020/2021
Rate A	\$64.42	\$65.71	\$67.03
Rate B	\$67.44	\$68.79	\$70.17
Rate C	\$69.21	\$70.59	\$72.00
Rate D	\$72.18	\$73.62	\$75.09

### Retirement Contributions

	2018/2019	2019/2020	2020/2021
Core Faculty	2%	3%	4%
Instructors - Rate B-D	2%	3%	4%
Instructors - Rate A *	2%	3%	4%

\* College contributions for Instructor Rate A based on matching employee contributions

# 2017/2018 Current Employee Step Placement in 2018/2019 Grid

(Only currently populated Steps listed)

	2017/2018 Step		2018/2019 Step	
Assistant Professor	Step 6	48,699	Step 2	51500
	Step 7	48,823	Step 3	52000
	Step 8	48,948	Step 4	52500
	Step 9	49,073	Step 5	53000
	Step 10	49,198	Step 6	53500
Associate Professor	Step 12	50,186	Step 9	55000
	Step 13	50,311	Step 10	55500
	Step 14	50,693	Step 11	56000
	Step 15	51,055	Step 12	56500
	Step 16	51,435	Step 13	57000
Full Professor	Step 19	53,093	Step 17	59000
	Step 20	53,481	Step 17	59000
	Step 21	54,495	Step 18	59500
	Step 22	55,254	Step 19	60000
	Step 24	56,782	Step 21	61000
	Step 26	58,233	Step 22	61500
	Step 27	58,986	Step 23	62000
	Step 28	59,739	Step 24	62500
	Step 29	60,493	Step 25	63000
	Step 30	61,246	Step 27	64000
	Step 31	61,999	Step 28	64500
	Step 32	62,752	Step 30	65500
	Step 37	66,573	Step 39	70000

## 15 Appendix B

### Memorandum of Understanding

Related To: Payment in Lieu of Medical Benefits

The College and the Cornish Federation of Teachers agree that payment in lieu of receipt of medical benefits – commonly referred to as “benefit waiver” – is eliminated as a benefit with the following exception. For those currently receiving payment in lieu of benefits, they will continue to receive payment on the following pay schedule:

Fall semester 2018: \$400/month

Spring semester 2019: \$400/month


Fall semester 2019: \$300/month

Spring Semester 2020: \$200/month

Those employees wishing to continue to qualify for payment in lieu of medical benefits are required to provide proof of outside group health insurance.

Cornish Federation of teachers AFT Local 4169

Cornish College of the Arts

By: 

By: 

## 16 Appendix C

### Memorandum of Understanding

#### Related To: Contributions to Faculty Retirement Plan

The College and the Cornish Federation of Teachers are committed to a long term contribution rate at 8% of all faculty base wages. The College and Cornish Federation of Teachers agree that commencing in September 2018 the Labor Management Committee will assemble a subcommittee consisting of equal part faculty and administration to review College expenses that the faculty, through service commitments and expertise, can assist in management of cost. The subcommittee will meet in September, review costs in areas listed below, and identify performance goals.


#### Data for review:

- Stipend allocation by Academic department
  - Stipends allocated to faculty vs. 3<sup>rd</sup> party
- Substitute teaching
- Music accompaniment – not covered by a separate collective bargaining agreement
- Temporary support costs by Academic department
- Costs to increase retirement contributions

The committee will meet in December to review progress, and again in April to make a recommendation to the President for the following academic year's retirement contribution rate. The President will respond in writing to the committee's recommendation prior to the start of the following academic year.

Dated this 20 Day of July, 2018

Cornish Federation of teachers AFT Local 4169

By: 

Cornish College of the Arts

By: 



# REMOVED PER MOU SIGNED APRIL 23, 2019

## 17 Appendix D

### Memorandum of Understanding

#### Related To Article XII: Workload and Modalities 2018-19

The College and the Cornish Federation of Teachers agree that in the 2018/2019 academic year the college will have two modalities for calculating Contact Hours – Studio and Lecture. Studio courses will have a 1:1 modality for calculating contact hours. Lecture will have a 1:1.5 modality for calculating contact hours. Full time course load for Core faculty whose home department is in Humanities and Sciences and Theory & Lecture courses imbedded in Majors will be 13.5 Contact Hours. Full time course load for all other Core faculty is 16 Contact Hours. Instructors will be paid only based upon their course assignment according to their placement on Appendix A – Rate Grid. Private instruction will be the equivalent of a studio instructional modality. Three private 1-hour lessons is the equivalent to one 3-hour studio class at the 1:1 modality

The College will implement the accurate use of the Carnegie Unit as the basis for calculating student credit hours in all courses to determine subsequent course contact hours. Correct credit hour formulas and student/faculty contact hours will affect faculty workload calculations. The course descriptions and modalities of instruction will be audited in 2018-19 by departmental Chairs and relevant faculty for accuracy and consistently applied credit hour formulas for all courses, per the directions provided in 2011 by the Department of Education and the College's accreditation bodies. Chairs and faculty in the department, along with the Faculty Senate, will amend or correct credit hour formulas and instructional modalities (e.g. course type) to meet the needs of curriculum and student learning by submitting course proposal forms for all affected classes to the College Curriculum Committee. The goal is to complete redefining course classification and modality ratios by Fall 2019.

Upon completion of auditing of credit hour formulas and instructional modalities, the College and the Cornish Federation of Teachers will review and deliberate on the following items:

- Faculty Work Week
- Individual Appeals for Adjustments to Workload calculations
- Calculation of 1.0 Full Time Employee
- The following Conceptual Instructional Modality :

# REMOVED PER MOU SIGNED APRIL 23, 2019

Full-time = 1.0 FTE = 15 contact  
hours or LOAD to be implemented  
CBA 2019-2021 Hours

Formula per Course = Credits x Contact Hours + Class  
Size Value = Load Hour

Instructional Modality	Credit Hour	Contact Hour	Class Size <11 students	Class Size >11 students	Load Hours	Maximum Course Enrollment
Writing Courses	1	1	+ 0	+2	3	18
Seminar	1	1	+0	+2	3	22
Studio	1	1.5	0	+ 0.5	2	?
Studio Foundations	1	2	0	+ 0.5	2	?
Practice	1	3	0	0	3	?

Samples	Credits	Contact Hrs	Class Size Value	Load Hours
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3 credit HS  
Seminar 12  
students

3	3	2	5
---	---	---	---

3 credit 2nd year  
design studio, 15  
students

3	4.5	0.5	5
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**REMOVED PER MOU SIGNED APRIL 23, 2019**

Dated this 20 Day of July, 2018

Cornish Federation of teachers AFT Local 4169

By: 

Cornish College of the Arts

By: 

## 18 APPENDIX \_E

### Memorandum of Understanding

Related To: Travel Reimbursement for Ferry riders

The College's transit program through Sound Transit – ORCA - does not currently extend to those employees looking to use the program with most Washington State Ferries. For those faculty whose commute incorporates ferry ridership, the College will reimburse \$45 per month in lieu of participation in the College's transit program through Sound Transit. For the 2017/2018 Academic year, the college will reimburse those faculty who applied for the ORCA program and subsequently declined due to their usage of the Washington State Ferry system. This agreement will extend only as long as the College's transit program does not incorporate the Washington State Ferry system.

Cornish Federation of teachers AFT Local 4169

By: 

Cornish College of the Arts

By: 



**Memorandum of Understanding**

**Related to: One-year Postponement of Appendix D Memorandum of Understanding  
Related to Article XII: Workload and Modalities 2018-19**

The College and the Cornish Federation of Teachers agree to postpone the review and deliberation of the following items to Fall 2019:

- Faculty Work Week
- Individual Appeals for Adjustments to Workload calculations
- Calculation of 1.0 Full Time Employee

The College and CFT further agree to remove from deliberation conceptual model of instructional modality drafter included in MOU listed in Appendix D which relates to Article XII. Instead, deliberations will include:

- Any proposals from the College on workload or course types that arise from curriculum work undertaken after July 2018.

The College and the Cornish Federation of Teachers agree that this one-year postponement will allow for the completion of the credit hour formula and instructional modality audit which, was to be begun by department Academic Affairs leadership, department chairs, and Faculty Senate in order to achieve compliance with the 2011 Department of Education mandate for use of the Carnegie Unit in calculating student credit hours. Once the College has achieved compliance in calculation of student credit hours, faculty contact hours can be accurately calculated and issues of workload deliberated.

Following the credit hour audit, implementation of the Carnegie Unit across the college, and any proposal of additional instructional modalities beyond lecture and studio, review and deliberation between the College and the CFT will commence in October 2019 with a conclusion date of deliberations by no later than March 31, 2020.

The College and the Cornish Federation of Teachers agree that in the 2019/2020 academic year the college will have two modalities for calculating Contact Hours – Studio and Lecture. Until such time as workload deliberations are concluded, the following modalities and workload calculations outlined in the 2018 MOU Appendix D remain in effect:

- Studio courses will have a 1:1 modality for calculating contact hours.
- Lecture will have a 1:1.5 modality for calculating contact hours.
- Full time course load for Core faculty whose home department is in Humanities and Sciences and Theory & Lecture courses imbedded in Majors will be 13.5 Contact Hours.
- Full time course load for all other Core faculty is 16 Contact Hours.
- Instructors will be paid only based upon their course assignment according to their placement on Appendix A – Rate Grid.

- Private instruction will be the equivalent of a studio instructional modality. Three private 1-hour lessons is the equivalent to one 3-hour studio class at the 1:1 modality

  
\_\_\_\_\_  
Representative for CFT

4/23/19

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Representative for Cornish College of the Arts

April 23, 2019

\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

Related to: WORKLOAD

For the academic year 2020-21, Core Faculty teaching workload will be defined by the following definitions and calculations. This MOU may be renewed or amended during the 2020-21 negotiations cycle.

### **Workload Units**

In order to closely align Faculty Teaching with the student experience, the Credit Hours a student receives for a class will garner equivalent Workload Units for faculty.

Student Credit Hours = Faculty Workload Units (WU)

### **Annualized 18 Workload Units per Academic Year**

1.0 FTE for Core Faculty is established as teaching 18 WU per academic year, usually as 9 WU per semester. Any teaching load in excess of 18 WU annually will be an overload.

### **Overload**

Faculty may teach greater than 9 WU in a semester, which will be offset by teaching the equivalent less than 9 WU the other semester of the same academic year. Any overload beyond 18 WU will be rare and at the agreement of Faculty, Chair, and Provost, per 12.3.9 of the CBA. This agreement to an overload will occur at the time a potential or actual overload is proposed, including when a faculty member is requested to teach 10 or more WU in Fall semester. Any overload will pay out in spring semester, at which time the overload of annualized workload will be confirmed.

### **Exceptions**

The following exceptions are applied:

Where Contact Hours are twice the Credit Hours,  $WU = \text{Credit Hours} + 0.25$

Examples:    2 Credit Hours / 4 Contact Hours = 2.25 WU  
                  3 Credit Hours / 6 Contact Hours = 3.25 WU

Where Contact Hours are greater than twice the Credit Hours,  $WU = \text{Credit Hours} + 0.5$

Examples:    2 Credit Hours / 5 Contact Hours = 2.5 WU  
                  3 Credit Hours / 7 Contact Hours = 3.5 WU

For Private Instruction in both Music & Theater,  $WU = \text{Contact Hours} \times 0.5$

Independent Study = 0.25 WU

Additional exceptions may be made with approval of the Provost.

**Instructor Rates**

Rate A: \$119.16      Rate B: \$124.75      Rate C: \$128.00      Rate D: \$133.49

Note: Instructors will receive 12.5% above posted rates for Private Instruction.

Dated May 13, 2020

Cornish Federation of Teachers  
AFT Local 4169

Cornish College of the Arts

*Elizabeth J. Darrow*  
Elizabeth J. Darrow (May 20, 2020 08:35 PDT)

Elizabeth Darrow, CFT Vice President

*Raymond Tymas-Jones*  
Raymond Tymas-Jones (May 20, 2020 09:51 PDT)

Raymond Tymas-Jones, President















