

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between Cornish College of the Arts ("College") and Cornish Federation of Teachers AFT Local 4169 ("CFT").

WHEREAS, the College and CFT are parties to a 2022-2025 collective bargaining agreement containing a reopener in Article 13.5; and

WHEREAS, the parties have met and bargained the reopener;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the College and CFT as follows:

1. The parties agree to continue reopener negotiations on the following subjects, with an informational meeting scheduled in November and negotiation meetings scheduled in December: COLA, deferred compensation, academic support task rates, and Department Chair salary.
2. Pending the outcome of further negotiations on salaries, the parties agree to modify the Department Chair salary/rate grid structurally as shown on Attachment A.
3. Article 2.1.2.2 is maintained with current contract language.
4. Article 2.1.1.3.2 is hereby modified as follows:

2.1.1.3.2 Contract Length and Additional Compensation: Department Chairs serve during the Faculty work year plus 2 weeks at the beginning and 2 weeks at the end of the Faculty work year. Department Chairs receive additional compensation beyond their Faculty contract for these 4 weeks as shown on their salary rate grid and as stated in Article 10: Compensation. [The term for Department Chairs will be up to three \(3\) years.](#)

5. Article 2.1.1.4.2 is hereby modified as follows:

2.1.1. ~~4~~.4.2 Contract Length and Additional Compensation: Area Heads serve during the Faculty work year. Depending on the specific needs of the particular major, program, or curricular area within the College which the Area Head supports, some Area Heads may be appointed to serve an additional 2 weeks at the end and/or start of the contract year. In such a case, the Area Head will receive additional compensation beyond their Faculty contract at their rate of pay on the salary rate grid for such weeks. The term for Area Heads will be up to three (3) years.

6. Article 11.3.5 is maintained with current contract language.

7. Article 12, subsections 12.3-12.5 are hereby modified as shown on Attachment B.

8. Article 13 is hereby modified as followed effective September 1, 2024:

a. Article 13.5.3 is hereby modified as follows:

13.5.3 The parties agree to establish a Labor Management Committee led taskforce to evaluate and propose equitable adjustments to Article 12's Workload Exceptions, beginning the taskforce meetings in the Fall semester of the ~~2023-2024~~2024-2025 Academic Year with the goal of incorporating workload findings into the 2025-2028 CBA.

b. Article 13.5.4 is hereby removed from the contract.

All other sections of Article 13 are maintained as current contract language.

9. Article 10.1.4 is hereby modified as followed effective September 1, 2024:

Any Core or Adjunct Faculty member who earns an additional degree during their continued employment at the College will be raised an additional step on the salary/rate grid within their rank for Core Faculty or on the Adjunct Faculty rate grid, upon completion of the new degree and providing a copy of the transcript to Human Resources, ~~unless they are already at their top step.~~ If an eligible Core Faculty member is at the top step of their rank, the additional step will be granted, but not a new rank, and that additional step will become the top step for that faculty member, until and unless they receive a promotion to the new rank~~applied after promotion is sought and received.~~ Eligible degrees are Masters and Doctoral relevant to the Faculty member's College responsibilities. Continued employment for Adjunct Faculty will be defined as having taught at the College at any point during the previous two academic years for the purpose of this Step advancement.

10. This MOU is effective when signed by both parties.

CORNISH COLLEGE OF THE ARTS

CORNISH FEDERATION OF TEACHERS, AFT
LOCAL 4169

Emily Parkhurst
Emily Parkhurst (Oct 28, 2024 13:19 PDT)

Matthew Smith

Date: Oct 28, 2024

Date: Oct 26, 2024

CHAIR GRID - THIS IS AN ANNUAL AMOUNT FOR 38 WEEKS OF WORK

		22/23	23/24	8 Pay per mo	12 Pay per mo
Assistant Professor	Step 1	\$ 62,197	\$ 64,592	\$ 8,074	\$ 5,383
	Step 2	\$ 62,789	\$ 65,207	\$ 8,151	\$ 5,434
	Step 3	\$ 63,382	\$ 65,822	\$ 8,228	\$ 5,485
	Step 4	\$ 63,974	\$ 66,437	\$ 8,305	\$ 5,536
	Step 5	\$ 64,566	\$ 67,052	\$ 8,382	\$ 5,588
	Step 6	\$ 65,159	\$ 67,667	\$ 8,458	\$ 5,639
	Step 7	\$ 65,751	\$ 68,283	\$ 8,535	\$ 5,690
	Step 8	\$ 66,344	\$ 68,898	\$ 8,612	\$ 5,741
Associate Professor	Step 9	\$ 66,936	\$ 69,513	\$ 8,689	\$ 5,793
	Step 10	\$ 67,528	\$ 70,128	\$ 8,766	\$ 5,844
	Step 11	\$ 68,121	\$ 70,743	\$ 8,843	\$ 5,895
	Step 12	\$ 68,713	\$ 71,358	\$ 8,920	\$ 5,947
	Step 13	\$ 69,305	\$ 71,974	\$ 8,997	\$ 5,998
	Step 14	\$ 69,898	\$ 72,589	\$ 9,074	\$ 6,049
	Step 15	\$ 70,490	\$ 73,204	\$ 9,150	\$ 6,100
	Step 16	\$ 71,082	\$ 73,819	\$ 9,227	\$ 6,152
Full Professor	Step 17	\$ 71,675	\$ 74,434	\$ 9,304	\$ 6,203
	Step 18	\$ 72,267	\$ 75,049	\$ 9,381	\$ 6,254
	Step 19	\$ 72,859	\$ 75,664	\$ 9,458	\$ 6,305
	Step 20	\$ 73,452	\$ 76,280	\$ 9,535	\$ 6,357
	Step 21	\$ 74,044	\$ 76,895	\$ 9,612	\$ 6,408
	Step 22	\$ 74,636	\$ 77,510	\$ 9,689	\$ 6,459
	Step 23	\$ 75,229	\$ 78,125	\$ 9,766	\$ 6,510
	Step 24	\$ 75,821	\$ 78,740	\$ 9,843	\$ 6,562
	Step 25	\$ 76,414	\$ 79,355	\$ 9,919	\$ 6,613
	Step 26	\$ 77,006	\$ 79,971	\$ 9,996	\$ 6,664
	Step 27	\$ 77,598	\$ 80,586	\$ 10,073	\$ 6,715
	Step 28	\$ 78,191	\$ 81,201	\$ 10,150	\$ 6,767
	Step 29	\$ 78,783	\$ 81,816	\$ 10,227	\$ 6,818
	Step 30	\$ 79,375	\$ 82,431	\$ 10,304	\$ 6,869
	Step 31	\$ 79,968	\$ 83,046	\$ 10,381	\$ 6,921
	Step 32	\$ 80,560	\$ 83,662	\$ 10,458	\$ 6,972
	Step 33	\$ 81,152	\$ 84,277	\$ 10,535	\$ 7,023
	Step 34	\$ 81,745	\$ 84,892	\$ 10,611	\$ 7,074
	Step 35	\$ 82,337	\$ 85,507	\$ 10,688	\$ 7,126
	Step 36	\$ 82,929	\$ 86,122	\$ 10,765	\$ 7,177
	Step 37	\$ 83,522	\$ 86,737	\$ 10,842	\$ 7,228
Step 38	\$ 84,114	\$ 87,353	\$ 10,919	\$ 7,279	
Step 39	\$ 84,706	\$ 87,968	\$ 10,996	\$ 7,331	
Step 40	\$ 85,299	\$ 88,583	\$ 11,073	\$ 7,382	
Step 41	\$ 85,891	\$ 89,198	\$ 11,150	\$ 7,433	
Step 42	\$ 86,484	\$ 89,813	\$ 11,227	\$ 7,484	
Step 43	\$ 87,076	\$ 90,428	\$ 11,304	\$ 7,536	
Step 44	\$ 87,668	\$ 91,043	\$ 11,380	\$ 7,587	
Step 45	\$ 88,261	\$ 91,659	\$ 11,457	\$ 7,638	
Step 46	\$ 88,853	\$ 92,274	\$ 11,534	\$ 7,689	
Step 47	\$ 89,445	\$ 92,889	\$ 11,611	\$ 7,741	

ATTACHMENT B

12. Article 12: Workload

12.3. WORKLOAD ASSIGNMENTS

- 12.3.1. Expectations and equivalencies for Core Faculty workload are based on the generalized standard of 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:** Core Faculty effort is generally distributed into duties in the following areas during an academic year.
- 60% Teaching & Instruction (*60% = 9 WUs per semester*)
 - 20% Creative Practice, Research, and Scholarship
 - 20% Service Contributions to the Department and/or College
- 12.3.4. In special circumstances a Core Faculty member's balance of duties may vary from the standard 60/20/20 by mutual agreement of the Faculty member, Academic Dean, and Provost.
- 12.3.5. **Workload Assignment:** In consultation with the Department Chair, the Academic Dean, with approval of the Provost, assigns the teaching assignments and class schedule for each individual Faculty member. The Academic Dean may assign workload units, with the approval of the Provost, for specific Service or Creative duties that are considered essential to the academic mission of the College. Distribution of Effort (*Article 12.3.3*) and the appropriate application of workload equivalencies (*Article 12.3.12*) are decided upon by the Provost, in consultation with the Academic Dean, Department Chair, and Faculty member.
- 12.3.6. **Staffing:** The Academic Dean 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 Academic Dean is responsible for scheduling of classes. The primary consideration for scheduling classes is the need for students 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.

12.3.9. **Faculty Committees:** Serving on Department and College-wide committees and task forces constitutes service. Non-instructional administrative or other work contributions by Core Faculty also constitutes service. All committees are not created equal. As such, the Faculty Senate will annually review the required work of committee members in order to ensure that institutional service is completed and that it is balanced among the Faculty.

12.3.10. **Other Faculty Duties:** To provide quality teaching and mentorship of students, Faculty are expected to comply with College and ~~Department, requirements~~ **Department requirements** as well as policies that have been provided to the Faculty member. Faculty shall participate in Title IX and Civil Rights, FERPA, safety, and other trainings necessary to carry out their responsibilities. Adjunct Faculty instructed to complete training sessions by a supervisor or Human Resources will be compensated at the Adjunct Faculty academic support services rate in *Article 2.1.2.8*. Core Faculty are expected to participate in recruitment, graduation and convocation ceremonies, and other activities appropriate to their role as Faculty.

12.3.11. **Reassigned Time:** There are times a Core Faculty member might be asked by the Academic Dean or the Provost to assume a mission critical responsibility beyond what would normally be expected of service, as listed in *Article 12.2.4*. In these cases the Core Faculty member will receive reassigned instructional time sometimes referred to as "course release" calculated as Workload Units and/or a redistribution of effort to perform these responsibilities. Core Faculty may apply to the Academic Dean or Provost for reassigned instructional time. All Faculty reassignments are approved by the Provost.

12.3.12. **Annual Workload Equivalencies:** These College annual Workload Units are authorized and overseen by the Provost.

- Faculty Senate President -- 3 WU per semester
- Writing Center Director -- 9 WU per academic year
- Visual Arts Foundation Director -- 9 WU per academic year
- Department Chair – 12 WU per academic year. Co-Department Chairs share the WU.
- Area Heads – 0 WU to 6 WU per academic year. ~~D~~determined by the Provost and Academic Dean in consultation with the Department Chair and the Area Head at the time of appointment and reviewed annually in consideration of factors including size and complexity of the Area, student enrollment, and the degree of curricular independence.

12.4. WORKLOAD UNITS

12.4.1 **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)

12.4.2 **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 Core Faculty teaching load in excess of 18 WU annually will be an overload.

12.4.3 **Overload:** To maintain a quality standard of teaching and the desirability of Faculty involvement in scholarship, creative practice, and service activities, overload assignments will be made sparingly.

Core 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 Core Faculty overload beyond 18 WU will be rare and at the agreement of Faculty, Academic Dean, and Provost. 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 more than 9 WU in Fall semester. Any overload for Core Faculty will pay out in spring semester, at which time the overload of annualized workload will be confirmed.

Core Faculty overload will be paid at 60% of their rate on the Core Faculty Salary/Rate grid as established in *Article 10.1.1.5 and Article 10.1.1.6* regarding overage.

12.4.4 Exceptions

The following exceptions are applied:

12.4.4.1 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

12.4.4.2 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

12.4.4.3 Independent Study = 0.25 WU. [Effective September 1, 2024, Independent Study will increase to 0.5 WU](#)

12.4.4.4 Additional exceptions may be made with approval of the Provost.

12.4.4.5 Private Instruction

For Private Instruction in both Music & Theatre, $WU = \text{Contact Hours} \times 0.5$.
Adjunct Faculty will receive 12.5% above posted rates for Private Instruction.

12.5. CLASS SIZES

The Employer uses caps and maximums for class registration. A “cap” is the number of students who can regularly enroll in the class and is a tool that preserves additional spaces for priority enrollment. The Registrar approves registration of students above the cap, up to the maximum. The “maximum” is established by the Employer and is based on factors including the type of class, the facility, and applicable health and safety standards.

If the Registrar seeks to exceed a maximum, the Faculty member, the Department Chair, and the Academic Dean must agree to exceed the limit.

For the 23/24 academic year, the maximum for studio classes is 18 and the maximum for lecture classes is 28.

[For the Spring Semester of the 24/25 academic year, the maximums for each class type are as](#)

follows:

- Studio: 15
- Workshop: 12
- Seminar: 18
- Lecture: 28
- Independent Study: 1
- Group Study: 9
- Private Instruction: 1

This section 12.5 does not prohibit the creation of additional class modalities. [The Employer and the Federation agree to reopen 12.5 if and when any new class modalities are created to discuss the new class modalities.](#)