



Agreement Between

Cornish College of the Arts

And

Cornish Federation of Teachers AFT Local 4169

2022 – 2025 Agreement

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Preamble

This Collective Bargaining Agreement (hereafter referred to as "the Agreement") constitutes an agreement by and between Cornish College of the Arts (hereinafter the "Employer" 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").

The parties hereto recognize and agree that they share the common goal of providing an educational program compatible with the provisions of this Agreement and within the limits of available resources. The Employer and the Federation will collaborate in establishing the terms and conditions of Faculty employment which will enhance Cornish College of the Arts as an educational institution and will provide methods for the fair and peaceful resolution of any disputes.

1. Article 1: Framework

1.1. RECOGNITION

Pursuant to the certification by the National Labor Relations Board, the Employer 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 all other College employees, including supervisors as defined by the National Labor Relations Act.

1.2.2 The following College employees may teach classes and be assigned an academic rank but are not members of the Faculty bargaining unit: the President, Provost, Associate Provost, Academic Deans and the Dean of Student Affairs.

- President, Provost, and Associate Provost may teach up to 3 CR per Academic Year.
- Academic Deans and the Dean of Student Affairs may teach up to 3 CR per semester.

Any other College employee, including anyone teaching courses at the School of Creative Arts, may be contracted to teach as Adjunct Faculty under the terms of this Agreement.

1.3. AGREEMENT DISTRIBUTION

The Employer will distribute a digital copy of the Agreement to all current Faculty upon ratification of the CBA and to all new Faculty upon their appointment. The Employer will post a copy of the Agreement on the Employer's intranet after editing and ratification by both parties as soon as practical. Addenda to the CBA will be posted to the intranet.

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 replacement provisions for any invalidated terms 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 Employer has and will continue to retain rights and responsibilities to operate and manage Cornish College of the Arts and its programs, facilities, properties, and the work-related activities of its employees. This includes the right to establish and enforce all rules and regulations of the Employer 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 Employer, 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 Employer.
- 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.
- 1.5.5. The determination of Faculty rank consistent with established College procedures.
- 1.5.6. The right to determine and the responsibility to maintain the safety, health, and property protection measures of the College.
- 1.5.7. The selection and direction of all working forces in the College, including the right to select, assign and reassign, discipline, and discharge Faculty except as otherwise prescribed in this agreement.
- 1.5.8. The right to initiate, approve or deny changes in curricula and other academic policies with Faculty input and involvement.
- 1.5.9. The right to establish and revise the academic calendar, with the understanding that any change in Faculty compensation resulting from lengthening or shortening of said calendar will be negotiated with the Federation.
- 1.5.10. 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 its Representatives

1.6.1.2. The Employer agrees to allow the Federation and its representatives' use of and access to the Cornish College of the Arts buildings and online meeting platforms (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 Employer 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 communications shall be identified as to source.

1.6.2.3. Upon request, the Employer will furnish the Federation any and all information it normally prepares regarding the Employer's operation(s) that are established as necessary for the Federation in carrying out its responsibilities as the duly elected bargaining representative.

1.6.2.4. The Federation will have a right to participate in new Faculty orientation and training that will be scheduled by Human Resources for 30 minutes.

1.6.3. Representation on Search Committees

1.6.3.1. Search Committees for President, Provost, Academic Dean, and positions that directly supervise Faculty:

1.6.3.1.1. A search committee will be established for the hiring of a College President, Provost, Academic Dean, and positions that directly supervise Faculty and will include Faculty representation.

1.6.3.1.2. There shall be a minimum of two Faculty representatives on the Presidential Search committee: one chosen by Faculty Senate and one by the Federation. 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 the Provost and Academic Dean will include proportional representation of Faculty members:

For the Provost Search Committee, Faculty shall constitute no less than 25% of the committee and be chosen by the Federation and the Faculty Senate in consultation with the President.

For the Academic Dean Search Committee, Faculty shall constitute no less than 50% of the committee and be chosen by the Federation and the Faculty Senate in consultation with the Provost.

1.6.3.1.4. Search Committees make recommendations to the hiring authority. The hiring authority does not serve on the Search Committee.

1.6.3.1.5. Effective on the date this Agreement is signed by both parties, the Employer may appoint a President, Provost, and Academic Dean on an acting or interim basis for a one-year term without the requirement for Faculty participation on a search committee, which may be extended for an additional one-year term.'

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 Core Faculty Work Year is generally defined by two 17-week long semesters, fall and spring, which each include 15 instructional weeks and 2 planning weeks, for a total of 34 weeks, with the understanding that Faculty members will complete all requirements for their classes and campus service obligations. The Work Year will be determined and announced by the Employer in May for the following year.
 - 1.8.2.1. The work year begins ten (10) workdays before the first day of fall classes, and Core Faculty will be available for College responsibilities during those ten (10) days. The Employer will schedule required meetings on no more than four (4) of those ten (10) days. Faculty with known conflicts at the time the workdays are announced should discuss alternate arrangements with their Department Chair and Academic Dean.
 - 1.8.2.2. The fall semester ends on the day grades are due or December 23rd, whichever comes first.
 - 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. Absent special circumstances, 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.
 - 1.8.2.5. **Parking permits:** Fall semester parking permits are valid beginning ten (10) workdays prior to the first day of classes through five (5) workdays after the last day of classes. Spring semester parking permits are valid beginning five (5) workdays prior to the first day of classes through ten (10) workdays after the last day of classes. Faculty will be notified of any exceptions.
 - 1.8.2.6. All Faculty will be available during the defined work year for basic responsibilities related to their College responsibilities. Specific workdays are negotiated with the Provost or designee 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 canceled. Faculty cannot be compelled to work on Labor Day, Veterans Day, Thanksgiving Break, Martin Luther King Jr. Day, President's Day, or Juneteenth. If the holiday falls on a Saturday or Sunday, Faculty cannot be compelled to work on the day the holiday is observed. The Employer and the Federation may mutually agree to reopen this section to discuss recommendations by the Faculty Senate.

1.8.5.2. Absent special circumstances, facilities will remain open but may operate on a reduced schedule during all school holidays.

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 Provost or designee.

1.8.6.2. Absent special circumstances, facilities will remain open but may operate on a reduced schedule during weekends.

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 canceled. Facilities may close or operate on a modified schedule during extended school breaks. Faculty cannot be compelled to work during:

- Winter Break - December 24 through New Year's Holiday
- Spring Break - Five (5) consecutive workdays in March determined by the College
- 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 2: Faculty Structure, Appointments and Responsibilities

2.1. FACULTY CATEGORIES

2.1.1. Core Faculty (Professor, Associate Professor, Assistant Professor)

2.1.1.1. Teach a full-time workload of 1.0 Full Time Equivalency (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 Employer during the term of their employment, or in accordance with *Article 8: Reduction In Force*.

2.1.1.3. Department Chairs

2.1.1.3.1 Department Chairs are Core Faculty members who receive reassigned instructional time (i.e. “course release”) per *Article 12: Workload* for serving as administrative leaders of their department, which includes oversight of any majors/ curriculum within that department and being the public face of the department. Under special circumstances conveyed to the Federation in advance, Department Chairs may be Interim Core Faculty, Visiting Faculty, or Affiliated Adjunct Faculty.

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*.

2.1.1.3.3 Responsibilities: The Department Chair job description is appended to the CBA and may be amended from time to time by the Provost. If the job description is amended, an updated copy will be appended to the CBA and provided to the Federation and all Faculty with the affected title.

2.1.1.3.4 Appointment Process: The Academic Dean will convene a meeting or meetings for all Core and Interim Core Faculty of a Department (and Adjunct Faculty on a voluntary basis) and invite a collaborative discussion by all such Faculty with the goal of receiving a recommendation for Department Chair. The Dean then will appoint the Chair in consultation with the Provost. The decision to appoint and remove a Department Chair is at the discretion of the Employer. Acceptance by the Faculty member of the Chair position is voluntary. Should a vacancy occur within the academic year, the Employer may appoint an Interim Chair for the remainder of the academic year without following the process in this section, provided that the process is followed to appoint a Chair for the following academic year.

2.1.1.3.5 Incoming Department Chair: When a transition is anticipated, an incoming Department Chair will be selected in the Fall semester of the academic year prior to their appointment. During the spring semester, they will on-board and orient to the new role as part of their service but will not be compensated at the Department Chair rate if the current Department Chair is still occupying the position.

2.1.1.4 Faculty Area Heads

2.1.1.4.1 Area Heads are Core Faculty members whose assigned duties include assisting the Department Chair and/or Dean with oversight of a particular major, program or curricular area. Area Heads receive reassigned instructional time (i.e. "course release") at the discretion of the Provost or designee, or as stated in *Article 12: Workload*. Area Head duties are primarily focused on curriculum development and support of assessment of program or institutional learning outcomes in collaboration with Faculty. Not all majors, programs, or curricular areas will have an Area Head. Under special circumstances conveyed to the Federation in advance, Area Heads may be Interim Core Faculty, Visiting Faculty, or Affiliated Adjunct Faculty.

2.1.1.4.2 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.

2.1.1.4.3 Responsibilities: The Area Head job description is appended to the CBA and may be amended from time to time by the Provost. If the job description is amended, an updated copy will be appended to the CBA and provided to the Federation and all Faculty with the affected title.

2.1.1.4.4. Appointment Process: Should the Provost, in consultation with the Department Chair, determine that appointment of an Area Head is necessary, the Academic Dean will convene a meeting or meetings for all Core and Interim Core Faculty (and Adjunct Faculty on a voluntary basis) of a Department and invite a collaborative discussion by all such Faculty with the goal of receiving a recommendation for Area Head. The Dean will then appoint the Area Head in consultation with the Provost. The decision to appoint and remove an Area Head is at the discretion of the Employer. Acceptance by the Faculty member of the Area Head position is voluntary. Should a vacancy occur within the academic year, the Employer may appoint an Interim Area Head for the remainder of the academic year without following the process in this section, provided that the process is followed if an Area Head is appointed for the following academic year.

2.1.2. Adjunct Faculty

2.1.2.1. Adjunct Faculty are hired on a semester-by-semester basis to fulfill the tasks

outlined in their letter of appointment.

2.1.2.2 Offer Letters (Effective upon ratification)

Offer letters from the Employer will be provided to Adjunct Faculty at least ten business days before the first workday of the semester as defined in *Article 1.8.2.1*, and to Core and Adjunct Faculty teaching summer session courses at least ten business days before the first workday of the summer session, with the exceptions of except private instruction, independent study courses, or when not reasonably operationally feasible. In cases when it is not operationally feasible, both the Faculty member and the Federation will receive an explanation in writing detailing the reasons for the delay.

2.1.2.3 Adjunct Faculty will attend one departmental meeting or retreat as part of their contracted service, in addition to the work specifically associated with their course(s), and participation in the evaluation process. (See *Article 5.2*) The meeting or retreat will be determined by the Department Chair, in consultation with the Academic Dean and Adjunct Faculty member.

2.1.2.4 Adjunct Faculty are invited to participate in the life of the College beyond their direct duties in the classroom as stipulated in the contract. When an Adjunct Faculty member is asked to perform specific academic support tasks beyond the scope of their appointment, they will be paid as stipulated below.

2.1.2.5 Only work requests approved in writing by the Provost or Academic Dean are subject to payment. Work requests will include electronic or written documentation of the request.

2.1.2.6 Academic support tasks include, but are not limited to: additional meetings beyond the one stipulated in *Article 2.1.2.3*; committees; planning exercises; advising students through designated programs or participating in the evaluation/review of students and student work beyond the Adjunct Faculty's assigned course(s); supervising student projects or work for which students receive grades beyond the Adjunct Faculty's assigned course(s); adjudicating student performances beyond those associated with the Adjunct Faculty's assigned course(s); participating in recruitment activities; and participating in College or department mandated trainings.

2.1.2.7 On the occasion that Adjunct Faculty are invited to perform other functions inclusive of creative functions for the College outside the scope of their Faculty responsibilities, they will be offered a separate contract by the Employer, which is not subject to this Agreement. 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).

2.1.2.8 Stipend amounts for academic support tasks are based on a flat rate of \$37.50 per hour, calculated in one-hour increments.

2.1.2.9 The Provost and/or Academic Dean will consult with the Department Chair and relevant Area Head(s) on the hiring of Adjunct Faculty. Department Chairs will consult with department Core Faculty on the hiring of Adjunct Faculty, when possible.

2.1.3 Affiliated Adjunct Faculty. When an Adjunct Faculty member is employed at least 4.5 Workload Units (WU) for five consecutive semesters and received satisfactory evaluations according to the evaluation process identified for Adjunct Faculty, they will become Affiliated Adjunct Faculty in their sixth semester. If an Affiliated Adjunct Faculty member drops below 4.5 WU for more than two consecutive semesters, they shall lose their affiliated status.

2.1.4 Visiting Faculty

2.1.4.1 Visiting Faculty fill a specific and limited role that supplements and/or enhances departmental curriculum such as teaching in special areas of expertise.

2.1.4.2 Visiting Faculty are appointed to contracts of no more than four sequential semesters.

2.1.4.3 Visiting Faculty participate in College activities by mutual agreement of Faculty member and administration.

2.1.4.4 Visiting Faculty are members of the bargaining unit but are compensated at the level agreed upon between the Provost or designee and Visiting Faculty member.

2.1.4.5 The Provost and/or Academic Dean will consult with the Department Chair and relevant Area Head(s) on the hiring of Visiting Faculty. Department Chairs will consult with Core Faculty on the hiring of Visiting Faculty, when possible.

2.1.5 Interim Core Faculty

2.1.5.1 Interim Core Faculty are temporary hires appointed for an initial term that carries no promise or expectation of continued employment.

2.1.5.2 Interim Core Faculty may be hired under the following circumstances: sabbatical leave, leave of absence, or an unscheduled vacating of an existing Core Faculty position for such reasons as resignation, retirement, disability, or death when the usual hiring process for that existing position is not feasible.

2.1.5.3 Interim Core Faculty teach a full time 1.0 FTE load and participate in College Service as defined in *Article 12: Workload*.

2.1.5.4 Interim Core Faculty may be appointed to an additional term, when performance is satisfactory and there is mutual agreement of the Faculty member and Provost.

2.1.5.5 Interim Core Faculty appointments may not exceed two consecutive academic years for the vacancy they have been hired to fill.

2.1.5.6 Interim Core Faculty Hiring. Academic Deans may request the hiring of an Interim Core Faculty member to the Provost by submitting the necessary Human Resources forms. Hiring of Interim Core Faculty is subject to sufficient enrollment and funding and is not guaranteed.

- 2.1.5.7 The Provost and/or Academic Dean will consult with the Department Chair and relevant Area Head(s) on the hiring of Interim Core Faculty. Department Chairs will consult with Core Faculty on the hiring of Interim Core Faculty, when possible.
- 2.1.5.8 Interim Core Faculty member's academic rank and placement on the Core Faculty salary/rate grid will be determined by mutual agreement of the Interim Core Faculty member, the Academic Dean, and the Provost, at the time of their initial appointment.
- 2.1.5.9 Interim Core Faculty, when applying for the Core Faculty position that they have been occupying, will automatically advance to the finalist status within the search process, provided that all required application materials have been completed.

2.2. FACULTY APPOINTMENTS

2.2.1. Definitions

- 2.2.1.1. "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 Employer is committed to diversity in hiring and retaining the most qualified Faculty. The Employer will utilize various strategies and methods to achieve this goal including a rigorous and transparent hiring process. Searches for candidates to fill Core Faculty positions will 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 Provost or Academic Dean will convene a search committee for the hiring of a Core Faculty member. The committee will include the chair of the committee, Core Faculty members of the department (if possible), and one or more Faculty members from outside the department.
 - 2.2.2.3.2. Core Faculty will be provided with an opportunity to meet with finalist(s) for any Core Faculty position and share feedback with the search committee.

2.2.2.4. Appointment Length

- 2.2.2.4.1. 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 just cause or as otherwise provided by this Contract. The probationary period may be extended for up to two (2) additional years under the following two circumstances: (1) the Faculty member is on a leave of absence in which case the probationary period will automatically extend for the duration of the leave; (2) additional time is needed for the Faculty member to complete a course of remediation that is already in progress per *Article 5.3*.

2.2.2.4.2. Faculty hired into Core positions after having worked as Interim Core Faculty will have the time in an Interim position credited toward completion of the Core probationary period.

2.2.2.5. Determination of Rank and Salary

2.2.2.5.1. Rank and placement on the salary/rate grid for newly appointed Core Faculty will be determined by mutual agreement of the Academic Dean, the Provost, and the individual Faculty member.

2.2.2.5.2. 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

2.3.1. After the probationary period, a Core Faculty member may apply to be considered for early promotion to the next rank at any time.

2.3.2. The College will notify Core Faculty members at the end of the academic year prior to the academic year in which they will reach the highest step level in their current rank on the salary/rate grid that they are eligible for promotion. The Core Faculty member must submit application materials and be accepted for promotion during that subsequent academic year in order to continue advancement on the salary/rate grid or they will remain at their current step level until they do so.

2.3.3. An Assistant Professor must apply for promotion to Associate Professor when they reach the highest step for Assistant Professor.

2.3.4. If a Core Faculty member applies for promotion and is denied, they may appeal the decision to the Provost, and if again denied, to the President. If the decision stands after the appeal process, the Faculty member must forgo the next promotion application cycle, unless an exception is granted by the Employer.

2.3.5. Promotion requirements and processes beyond what is detailed in this agreement will be determined by the Faculty Senate Promotions Committee and the Provost.

2.4 REQUEST FOR CREATION OF A CORE POSITION

If an Adjunct, Interim or Visiting Faculty member has been teaching a full-time equivalency for four consecutive semesters in the same curricular area, the Federation, in conjunction with the Faculty member, may request the College create a new Core Faculty position. Such a determination must be made by the Provost in writing by the end of the Semester following the Semester in which the request is made, and will be shared with the Federation and the requesting Faculty member(s). If the position is opened and a search is undertaken, the Faculty member may apply for the position and automatically be a finalist.

2.5 TRANSITION IN AND OUT OF THE BARGAINING UNIT

- 2.5.1 Upon promotion to a position outside the bargaining unit, the Core Faculty member will retain their academic ranking.
- 2.5.2 A Core Faculty member appointed outside the bargaining unit in an acting or interim capacity for a specified period of time will be guaranteed a return to the Faculty with a rank commensurate with their status at the time the acting or interim appointment was initiated. Faculty seniority and placement on the rate/salary grid will continue to advance during their absence from the bargaining unit. Upon return to the bargaining unit, the Faculty member will be appropriately placed on the step/rate grid in consideration of that advancement.
- 2.5.3 Service outside the bargaining unit will be considered in subsequent applications for promotion.
- 2.5.4 A member of Academic Affairs, for example an Academic Dean, appointed from outside the ranks of the College's Core Faculty will receive an academic ranking but will not be a member of the Faculty bargaining unit.
- 2.5.5 If a member of Academic Affairs, for example an Academic Dean, who is appointed from outside the ranks of the Core Faculty chooses to resign, they may ask to join the Core Faculty of the department, but the Employer does not guarantee this placement. If such person was not previously a member of the Core Faculty of the department, they 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 3: Shared Governance

3.1. PHILOSOPHY

The Faculty, the administration and the Board of Trustees of Cornish College of the Arts 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.
- 3.2.2. “Governance” as used within this Agreement means the crafting and maintenance of academic 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.
- 3.2.3. “Consensus” means general agreement and depends upon open discussion of the issues.

3.3. GENERAL PRINCIPLES

- 3.3.1. In cooperation with the Federation and the Faculty Senate, the Employer agrees to develop and maintain appropriate structures to facilitate timely and thoughtful consideration of important issues by all appropriate College constituencies, including preserving and supporting the development of the Faculty Senate (*see definition below*) as the primary representative body of the Faculty in matters of academic affairs, and providing for Faculty membership on College-wide committees and selected committees of the Board of Trustees. The Faculty Senate will establish the method of assigning membership on College-wide committees and Board of Trustee committees in conversation with the Provost. The Federation remains the sole representative of the Faculty in matters of collective bargaining (*see Article 1: Framework*) and, as such, will represent its members regarding matters of wages, hours, and working conditions, including the ongoing review of the implementation of shared governance.
- 3.3.2. The Employer will work with the Faculty 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 Employer and the individual Faculty members may reach agreement in some cases that the level of service may warrant reassigned instructional time (i.e. “course release”) or some other adjustment to workload allocation, beyond any specific exceptions spelled out in *Article 12.3.12*.
- 3.3.3. The Faculty Senate shares primary responsibility with Academic Affairs for the academic

program of the College. In fundamental academic areas such as 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 curriculum committees and with Academic Affairs, and through participation on appropriate College-wide committees, standing or ad hoc. The Employer 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 inclusion 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 appointment and reappointment of Adjunct Faculty and promotion of Core Faculty.
- 3.3.6. Faculty workloads will be established in a manner that is supportive of shared governance (*see Article 12: Workload*). While participation in shared governance is primarily the responsibility of Core Faculty, there may be times when Adjunct Faculty will need to serve in this capacity (*see Article 2: Faculty Structure, Appointments and Responsibilities*). In those situations these Faculty members will be given appropriate compensation.
- 3.3.7. The Faculty has a particular responsibility to maintain currency in their field of study. The Employer 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 academic matters.

- 3.4.2. The Senate, in accordance to its bylaws, 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 has authority to maintain an oversight capacity on all college-wide committees served on by Core Faculty, regularly review the work of these committees, and retain an advisory role in proposals and actions that all Faculty committees undertake.
- 3.4.4. The Faculty Senate creates and maintains bylaws and committee policies addressing the function and authority of the Faculty Senate.
- 3.4.5. The President of the Senate will serve as an ex officio member of the Board of Trustees, with the Vice President of the Senate serving as an alternate. Voting rights of the ex-officio membership are determined by the Board of Trustees.
- 3.4.6. The Employer will provide reassigned instruction time to allow the President of the Senate to effectively fulfill their role and responsibilities. (*See Article 12: Workload*) The Employer 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 adjustments to workload to account for unusual circumstances.
- 3.4.7. Adjunct Faculty members serving on the Faculty Senate will be compensated for service related to this position at the Academic Support Task rate.

3.5. COMMITTEE STRUCTURE

- 3.5.1. Faculty will participate in Department-level, Division-level, and College-wide committees. Those committees deal with, but are not limited to such things as:
 - Curriculum
 - Academic Standards
 - Finance
 - Enrollment and Retention
 - Faculty Development
 - Promotions, Sabbatical, and Emeritus
- 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

4. ARTICLE 4: Individual Faculty Rights

4.1. NO DISCRIMINATION

In accordance with applicable federal, state, and municipal laws, the Employer and the Federation will not discriminate. The Employer 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 FILES

- 4.2.1. Human Resources shall maintain personnel files for each Faculty member. Each file shall contain any and all documents needed by the Employer to maintain adequate personnel records.
- 4.2.2. Performance evaluations, as detailed within *Article 5: Faculty Evaluations*, and any disciplinary materials 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 a representative of Human Resources 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 as described in *Article 12: Workload*. Requests for leave from Faculty responsibilities for outside employment shall be submitted as described in *Article 11: Leaves*.

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 Employer and at the expense of the Employer shall vest with the Faculty member and be copyrighted or patented, if at all, in their name except as provided below:

The Employer shall own copyright only in the following three circumstances:

- **Work for Hire.** The Employer expressly directs a Faculty member to create a specified work, or the work is created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement. Work for hire is a legal term defined in the Copyright Act as ‘a work prepared by an employee within the scope of his or her employment.’ This definition includes works prepared by employees in satisfaction of sponsored agreements between the Employer and outside agencies. Certain commissioned works also are works for hire if the parties so agree in writing.
- **Voluntary Transfer.** The Faculty author has voluntarily transferred the copyright, in whole or in part, to the Employer. Such transfer shall be in the form of a written document signed by the Faculty author.
- **Joint Work.** The Employer has contributed to a “joint work” under the Copyright Act. The Employer can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to Faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this agreement.

Syllabus templates and common policy language, course catalog descriptions, and program and course learning outcomes will remain the property of the Employer. Material created for ordinary teaching use in the classroom and in department programs, such as course schedules, lectures, assignments, and tests, shall remain the property of the Faculty author, but the Employer shall be permitted to use such material for internal instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for Faculty-authored syllabi and course descriptions.

In an agreement transferring copyright for such works to a publisher, Faculty authors are urged to seek to provide rights for the Employer to use such works for internal instructional, educational, and administrative purposes.

- 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 Employer to individually negotiate ownership of materials.

4.5. ACADEMIC FREEDOM AND RESPONSIBILITY

- 4.5.1. Within the context of its mission and values, the institution defines and actively promotes an environment that supports independent thought in the pursuit and dissemination of knowledge. It affirms the freedom of Faculty, staff, administrators, and students to share their scholarship and reasoned conclusions with others. While the institution and individuals within the institution may hold to a particular personal, social, or religious

philosophy, its constituencies are intellectually free to test and examine all knowledge and theories, thought, reason, and perspectives of truth. Individuals within the institution allow others the freedom to do the same. (*2020 Standard for Accreditation and Eligibility Requirements Revision Section 2.B.2 Northwest Commission on Colleges and Universities, 2019*)

- 4.5.2. Faculty members are entitled to freedom in research and other creative activities and in the publication, performance or exhibition of the results. Research and other creative activities are not to interfere with the satisfactory performance of commitments to the Employer.
- 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, but they should make every effort to indicate that they are not speaking for the institution.
- 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.
- 4.5.5. 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 individuals.

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 their students, including computer equipment and digital technology appropriate to the individual Faculty member's assigned role or class needs.
- 4.6.2. The Employer will maintain a safe, healthy and sanitary workplace and environment, consistent with all applicable regulations and laws, including safety training.
- 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. The Employer will respond to notifications regarding unsafe conditions from the Faculty in a prompt and timely manner, and seek appropriate guidance from external sources when necessary and appropriate.
- 4.6.4. To provide a method of communicating and evaluating safety and health issues brought up by the Employer or its employees, the Employer 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 academic division will elect a representative to serve on the committee. The Committee shall fulfill the duties and responsibilities outlined in the code.

5. ARTICLE 5: Faculty Evaluations

5.1. CORE FACULTY EVALUATIONS

- 5.1.1. Each year Core Faculty will complete the evaluation process steps listed below during the Faculty Work Year. Core Faculty will:
 - 5.1.1.1. Identify professional goals and objectives for the academic year
 - 5.1.1.2. Write a narrative self-evaluation
 - 5.1.1.3. Participate in an end of year evaluation conversation with the Academic Dean and/or Department Chair
 - 5.1.1.4. The *Annual Evaluation of Core Faculty Guidelines* contain additional details regarding the evaluation process. The Provost, upon recommendation by the Faculty Senate, may modify the *Annual Evaluation of Core Faculty Guidelines*, provided that the modifications adhere to the terms of this article. If the Guidelines are amended, an updated copy will be provided to the Federation and all Faculty.
- 5.1.2. While the Department Chair does not have supervisory authority over Faculty, they engage in mentoring and evaluative activities in a consultative manner with and under the supervision of the Academic Dean. Department Chairs will support Faculty evaluation through peer review, classroom observations, and discussion, and provide written information to the Dean relating to annual Faculty evaluations.
- 5.1.3. The Academic Dean provides and signs the final evaluation, which will be shared with the Faculty member who will sign and date it to acknowledge receipt prior to its inclusion in the Faculty member's personnel file per *Article 4.2*. Faculty signature does not indicate agreement with contents of evaluation.
- 5.1.4. During the probationary period for new Core Faculty, the Department Chair and/or Academic Dean will conduct classroom observation as part of the annual evaluation process, as determined by the Academic Dean.
- 5.1.5. Classroom observation of Faculty by the Department Chair and/or Academic Dean may occur yearly for Interim Core Faculty and once every three years for Core Faculty who have completed their initial probationary period, as determined by the Academic Dean. Classroom observations must be scheduled at a mutually agreeable time and must be scheduled no less than two weeks in advance of the class to be observed.
- 5.1.6. The Core Faculty member may respond in writing to the contents of the written evaluation and this written response will be included in the evaluation materials submitted to the Provost.
- 5.1.7. Evaluation materials will be reviewed by the Provost, which will then be signed and forwarded to the office of Human Resources for inclusion in the Faculty member's personnel file.

5.1.8. Faculty peers may participate in informal classroom observation and peer-to-peer assessment of Core Faculty, and these observations and assessment materials can be submitted to the Faculty member's personnel file at the Faculty member's discretion, as part of the evaluation.

5.1.8.1. Final responsibility for the adherence to processes and procedures for annual evaluations of Core Faculty resides with the Academic Dean and Department Chair.

5.2. ADJUNCT FACULTY EVALUATIONS

5.2.1. Each year Adjunct Faculty will participate in the evaluation process steps listed below during the Faculty Work Year. Adjunct Faculty will:

5.2.1.1. Complete the Adjunct Faculty Self-Evaluation Form by listing classes taught and writing a narrative self-evaluation.

5.2.1.2. Participate in an end of year evaluation dialogue with the Academic Dean or designee.

5.2.1.3. The *Annual Evaluation of Adjunct Faculty Guidelines* contain additional details regarding the evaluation process. The Provost, upon recommendation by the Faculty Senate, may modify the *Annual Evaluation of Adjunct Faculty Guidelines*, provided that the modifications adhere to the terms of this article. If the Guidelines are amended, an updated copy will be provided to the Federation and all Faculty.

5.2.2. Evaluation forms will be reviewed by the Academic Dean and/or Department Chair and the Academic Dean will assign a performance ranking and sign the evaluation form, to be shared with the Adjunct Faculty member, who will sign and date the completed evaluation to acknowledge receipt prior to inclusion of the evaluation in the Faculty member's personnel file per *Article 4.2*. Faculty signature does not indicate agreement with contents of evaluation.

5.2.3. Classroom observation of Adjunct Faculty by the Academic Dean and/or Department Chair may occur yearly and no less than once every three years for continuing Adjunct Faculty, as determined by the Academic Dean. Classroom observations must be scheduled at a mutually agreeable time, and must be scheduled no less than two weeks in advance of the class to be observed.

5.2.4. The Adjunct Faculty member may respond in writing to the contents of the evaluation, and this written response will be included with the evaluation materials submitted to the Provost.

5.2.5. Evaluation materials will be reviewed by the Provost, which will then be signed and forwarded to the office of Human Resources for inclusion in the Faculty member's personnel file.

- 5.2.6. Faculty peers may participate in informal classroom observation and peer-to-peer assessment of Adjunct Faculty, and their assessment materials can be submitted to the Faculty member's personnel file at the Faculty member's discretion, as part of the evaluation.
- 5.2.7. Final responsibility for the adherence to processes, procedures, and timelines for annual evaluations of Adjunct Faculty resides with the Academic Dean and Department Chair.

5.3. UNSATISFACTORY 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 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 Academic Dean in consultation with the Provost. Courses of remediation may be initiated immediately following an annual evaluation, or between annual evaluations, to address areas of concern.
- 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 Academic Dean 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 evaluation.
- 5.3.5. Failure to improve in the identified area(s) of concern may be subject to discipline (see *Article 6: Corrective Actions and Disciplinary Actions*).

5.4. FACULTY PROTECTIONS

- 5.4.1. The Faculty member has the right to respond to or dispute in writing negative evaluation material (see *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 Academic Dean 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 6: Corrective Actions and Disciplinary Actions*.

6. ARTICLE 6: 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 Employer 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 Employer's ability to conduct an investigation.
 - 6.1.2.6. Other or additional witnesses/representatives may be present with the mutual agreement of the Employer, 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 Employer might be warranted in imposing discipline that does not follow the progressive disciplinary action. Should the Employer 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 *Article 6.2.2.2.*
- 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 in accordance with *Article 7: Grievances and Informal Settlement of Differences.*

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 (initiated by the complainant).
 - 6.3.1.1. Nothing herein precludes the Employer 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 *Article 6.1*.

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 Employer 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 Employer's decision concerning further action, if any.

6.3.1.7. The Employer 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 Employer 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 Employer, 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 Employer 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 7: Grievances and Informal Settlement of Differences

7.1.1. GENERAL

- 7.1.1.1. A Grievance is defined as an alleged violation of this Agreement by the Employer, including a 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 Differences has been invoked (*Article 7.2.1*), 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 the Employer is not required to notify the Federation (i.e. such as reduced hours, negative evaluation, non-renewal of Adjunct Faculty), 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 7.1.1.5*.
- 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 Employer.
- 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 Employer'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 written 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 1-2) in order to be presented in the course of binding arbitration (Step 4). 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.

7.2. 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 Employer 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 Employer's representative receives the initial request.
- 7.2.1.5. If resolution cannot be reached, the Federation may file a formal Grievance within fourteen (14) calendar days after receipt of written notice of failure to reach resolution or within fourteen (14) calendar days of the date by which a written notice of failure to reach resolution should have been provided.

7.3. GRIEVANCE STEPS

(For filing deadlines, refer to *Article 7.1.1.5.*)

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 Director 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, or should have become aware of the alleged violation.
- 7.3.1.3. The Grievance shall be filed electronically with the Human Resources department.
- 7.3.1.4. The Director 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 Director 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 Director 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 President’s 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 Employer 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 Employer shall alternately strike from the list until only one arbitrator remains. The party to strike first shall be determined by coin toss. 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 forgo 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 the arbitrator shall be shared equally by the Federation and the Employer.

7.3.4.8. Each side shall be responsible for the costs of presenting its own case, including attorney's fees.

8. ARTICLE 8: 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 emergency.

8.2. REDUCTION IN FORCE DUE TO PROGRAM CHANGES

- 8.2.1. A "program change" is defined as a change that includes the reconfiguration, reduction, or discontinuation of a program as approved by the Board of Trustees which results in an elimination or reduction of Core Faculty positions.
- 8.2.2. In the event of program change, the Employer will provide the Federation notice of the change with the number of Faculty positions affected and the identified Faculty specializations needed including relevant information such as student demand and the availability of resources.
- 8.2.3. The Employer will make reasonable efforts to plan any program changes to minimize the need for reductions in force. When a reduction-in-force is required, the Employer shall determine which Faculty positions shall be laid off. Recommendations of the Academic Dean as well as Faculty skills, expertise, specialization, and seniority will be taken into consideration.
- 8.2.4. When a Core Faculty member's workload is reduced by program changes, the Employer will offer the affected Faculty member equivalent workload units (WU) within the College whenever such WU are available, provided the Core Faculty member is qualified to teach in the subject area. This offer by the Employer will be made in writing.
- 8.2.5. When a Core Faculty member's position is to be discontinued as a result of program discontinuance, reconfiguration or reduction, the Employer 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 member shall also be offered an opportunity by the Employer to present, either in person or in writing, an alternative Faculty position or set of courses that they are qualified to teach for consideration by the Employer. The Employer will respond to the Faculty member in writing.

8.3. REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY

- 8.3.1. A "financial exigency" is defined as a condition of projected deficit (such as low enrollment, decrease in funding, or other action or events that prevent or inhibit the Employer's ability to continue the employment or level of employment of Faculty) in the Employer's budget of such an order of magnitude that a reduction of Faculty members could be necessary.
- 8.3.2. The Employer may notify the Federation of a state of financial exigency that necessitates

layoff of Faculty. The following processes for reducing the size of the Faculty may be utilized, only after consultation with the Provost, the Federation, Academic Deans, and the Faculty Senate. As part of this consultation process, the Employer shall make available budget and other relevant data to allow all parties to assess the financial exigency. All parties shall exercise discretion regarding financial information related to exigency.

- 8.3.3. If the Employer notifies the Federation of the need for a reduction in force due to a financial exigency, the Employer will provide not less than 120 days written notice to the Federation prior to layoffs. The Employer will prepare a plan to address the financial exigency and will provide that plan to the Federation and the Faculty Senate during the first 60 days of the 120-day period. The plan will include the budgetary cuts and efficiencies proposed or implemented by the Employer and the Faculty positions identified for layoff.
- 8.3.4. During a period of financial exigency, all members of the Faculty are subject to reassignment to accommodate curricular changes made necessary by staffing and budget reductions.
- 8.3.5. Once Faculty layoffs occur, or 365 calendar days pass from the initial date of the notification of the intended reduction of force due to financial exigency, whichever comes first, the process and timeline within *Article 8.3.2* and *Article 8.3.3* will reset.

8.4. REDUCTION IN FORCE DUE TO FINANCIAL EMERGENCY

- 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 immediate budget reductions of such a magnitude that the layoff of Faculty is necessary and of such urgency that the procedures and timeline outlined in *Article 8.3* cannot reasonably be followed.
- 8.4.2. If the Employer determines that a financial emergency requires a reduction in force, the Employer will notify the Federation as soon as possible. The notice will include the reasons for the determination and the Employer’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 8.3*.

8.5. ORDER OF REDUCTIONS IN FORCE

In cases of Financial Exigency or Financial Emergency and following any voluntary reductions, reductions in force of Faculty will first affect Adjunct Faculty in the curricular area being reduced. Reductions of Core Faculty will be on the basis of seniority within the curricular area being reduced, provided that skills and abilities are equal. In selecting Adjunct and Core Faculty for reduction, the College’s ability to provide necessary curricula will be given consideration. 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 due to any reduction in force shall remain in a designated hiring pool for two (2) years following the reduction.
- 8.6.2. Core Faculty in the designated hiring pool shall be the first to be rehired, without the need for a search, should finances/enrollment trends reverse and a vacancy open for which they are professionally qualified. Core Faculty who do not respond to or who decline an offer for rehire shall be removed from the designated hiring pool.
- 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, rank, and seniority.

9. ARTICLE 9: LABOR- MANAGEMENT COMMITTEE

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

9.2. 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, and are not intended to bypass the grievance procedure.

9.3. COMMITTEE COMPOSITION

The Labor-Management Committee will consist of up to four (4) Faculty members selected by the Federation; and up to four (4) Employer representatives selected by the Employer. At the start of each academic year, the parties will notify each other of their Labor-Management Committee representatives, which may change during the course of the year.

9.4. SCHEDULE OF MEETINGS

The Labor-Management Committee will meet once each semester on mutually agreeable dates provided agenda items are proposed. Additional meetings will be scheduled on an as-needed basis.

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.

9.5. AGENDAS

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

10. ARTICLE 10: Compensation

10.1. SALARY

10.1.1. General Statements

- 10.1.1.1. Compensation shall be effective August 1 of each year and is determined by placement on the Core or Adjunct Faculty rate grids (Appendix A).
 - 10.1.1.2. Core Faculty shall be assigned rank based on merit and seniority (Assistant Professor, Associate Professor, or Full Professor).
 - 10.1.1.3. Core Faculty, including Interim Core Faculty, advance one Step on the Faculty salary/rate grid (Appendix A) August 1 unless their Step is at the top of their rank.
 - 10.1.1.4 Adjunct Faculty will move to the next step on the rate grid after having taught a total of 36 Workload Units.
 - 10.1.1.5 **Overage:** Core Faculty Full Time Equivalency (FTE) in excess of 1.0 will be paid at 60% of the Faculty member's step on the Faculty salary/rate grid in accordance with *Article 12.4.3*. Core Faculty appointed to less than 1.0 FTE (see *Article 2.1.1.2*) who exceed their appointed FTE will be compensated for excess teaching at 60% of their step on the Faculty salary/rate grid.
- 10.1.2. **Course Cancellation:** If an Adjunct Faculty member has a class cancelled after an official employment letter from the Provost's office has been issued, a one-time \$400 course cancellation fee will be paid to the affected Adjunct Faculty member. Private instruction courses may be cancelled without a cancellation fee.
 - 10.1.3. **Summer Session Degree Program Courses:** Faculty teaching College degree-granting classes during the summer session shall be paid as follows: Adjunct Faculty shall be paid at their current rate on the Adjunct Faculty rate grid, and Core Faculty shall be paid 60% of their current Step on the Faculty salary/rate grid.
 - 10.1.4. **Additional Degrees:** 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 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.

- 10.1.5. **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 the duration of this Agreement, for those Faculty whose Faculty work year commute incorporates ferry ridership, the College will reimburse \$45 per month in lieu of participation in the College's transit program through Sound Transit. This reimbursement agreement will extend only as long as the College's transit program does not incorporate the Washington State Ferry system.
- 10.1.6 **Department Chairs:** Faculty serving as Department Chairs will temporarily advance one step above their step on the Faculty salary/rate grid during their term as Chair, regardless of rank. This additional compensation is shown within the Department Chair salary/rate grid. Upon completion of their term as Department Chair, the Faculty member will return to the step on the Faculty salary/rate grid they would have otherwise obtained had they not served as Department Chair.
- 10.1.7 **Non-Instructional Summer/Extended Break Work:** Core Faculty, including Department Chairs, performing non-instructional work during the summer or extended breaks (per *Article 1.8.7*), for example participation in search committees, summer workshops, training, retreats, or recruiting will be paid at the Adjunct Faculty academic support task rate per *Article 2.1.2.8*. Only work requests approved in writing by the Provost or Academic Dean in advance are subject to payment. Work requests will include electronic or written documentation of the request. Work eligible for payment under this section that requires commuting to the Cornish campus in person will be paid with a three-hour minimum per day.

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 Core Faculty, and all Adjunct Faculty who have taught at Cornish for four or more semesters, may apply for Faculty development funds. The semesters do not have to be consecutive.
- 10.2.3. Pursuant to the Faculty Senate bylaws, the Faculty Senate President or designee will convene among the Faculty at large a Faculty Development Committee. The committee members will identify a chair to coordinate the committee's work.
- 10.2.4. The Faculty Development Committee, working under the Faculty Senate Executive Committee, is charged with developing criteria and a rubric for assessment of Faculty applications, and for soliciting Faculty applications.
- 10.2.5. The committee chair will provide the Provost with a recommendation for successful applications.
- 10.2.6. Processes for application for and distribution of funds will be revised as necessary by the Faculty Senate, 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 Employer 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 Employer 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, or six full-time years after their most recent sabbatical.

10.3.4. Criteria and Faculty Sabbatical Committee

10.3.4.1. The Faculty Sabbatical Committee, working under the Faculty Senate Executive Committee, is charged with developing criteria or 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 Provost with a recommendation for successful applications no later than March 15 or as otherwise determined by the Faculty Senate.

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

10.4. EMPLOYEE BENEFITS

10.4.1. Insurance Benefits

10.4.1.1. The Employer 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 benefits-enrolled Core and Adjunct Faculty teaching during spring semester will continue over the summer if the Employer expects the Faculty member to teach enough Workload Unites in the fall to be eligible for benefits. Benefits-enrolled non-continuing Faculty will be offered COBRA benefits.

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

10.4.1.4. The Employer will pay the increased cost of dependent health premiums and plan buy-up for employees for the 2022-23 academic year only.

10.4.2. Eligibility for Insurance Benefits

Eligibility is as follows:

Medical	0.5 full-time equivalency for Core, 4.5 WU per semester for Adjunct Faculty
Dental	0.5 full-time equivalency for Core, 4.5 WU per semester for Adjunct Faculty
Life/AD&D	0.5 full-time equivalency for Core, 4.5 WU per semester for Adjunct Faculty
LTD	0.5 full-time equivalency for Core, 4.5 WU per semester for Adjunct Faculty

When a currently enrolled Faculty member drops below workload eligibility on a given semester, they will remain eligible if the sum of the previous semester and current semester's hours average a 0.5 full-time equivalency for Core Faculty, or 4.5 WU for Adjunct Faculty.

10.4.3. Tuition Discount

10.4.3.1. Faculty teaching fifty percent (0.5 FTE) or more may take a maximum of six credits per semester free of tuition when space is available.

10.4.3.2. 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. The Employer 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. Adjunct Faculty and less than 0.75 FTE Core Faculty:

Dependent children of Adjunct Faculty (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 the Employer between one

and three years. Thereafter, the benefit increases to fifty percent as illustrated below.

<i>Length of Service</i>	<i>Tuition Discount</i>
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 the Employer between one and three years. Thereafter, the benefit increases to 100 percent as illustrated below.

<i>Length of Service</i>	<i>Tuition Discount</i>
0 up to first anniversary	0%
First up to third anniversary	25%
Third anniversary and thereafter	100%

10.4.5. Faculty Retirement Plan. The Employer 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 Employer.

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 for individual retirement annuity contracts.

11. ARTICLE 11: Leaves

11.1. GENERAL OVERVIEW

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 the Academic Dean, Provost, and/or Human Resources, prior to the start of leave, depending on circumstances.

11.2. PAID LEAVE

11.2.1. Sick Leave. All Core Faculty will receive one week per semester of sick leave. All Adjunct Faculty will receive one week's worth of contact hours per semester of sick leave. Sick leave for Core Faculty may be accumulated up to a total of 12 weeks. 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 Employer 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" 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 Cornish is an institution of higher education, and that it is necessary for Faculty as scholars and artists to interact with other scholars, 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 Academic Dean and the Provost

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

11.2.3.5. Academic Deans 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 College.

11.2.4. Staffing for Course Coverage

- 11.2.4.1. The Faculty member, the Department Chair, and the Academic Dean will work collaboratively to make substitute arrangements for all leaves. Core Faculty will substitute for each other when possible. Core Faculty will substitute for colleagues without additional compensation, unless they are replacing a colleague for more than one (1) week's duration, in which case payment shall be at the applicable rate designated in *Article 10: Compensation*.
- 11.2.4.2. When the leave is foreseeable, arrangements for substitutes will be determined by the Faculty member, the Department Chair, and the Academic Dean and approved by the Provost in advance.
- 11.2.4.3. Adjunct Faculty will be paid for substitution at their current rate on the Adjunct Faculty rate grid.

11.3. UNPAID LEAVE

- 11.3.1. Jury Duty. Faculty who are called for jury duty should notify their Department Chair, Academic Dean, 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 Academic Dean 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 Employer's portion of health insurance benefits will be provided until the end of the calendar month in which the leave begins. For Core Faculty with more than ten (10) years of service, subject to the terms, conditions, and limitations of the applicable plans, the Employer'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 Employer's commitment. When the Faculty member returns to active employment status, the Employer'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.

11.3.5 Paid Family Medical Leave. The Employer complies with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees pay the designated employee share of premiums via payroll deduction, and the Employer pays the designated employer share.

12. Article 12: 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 that balances the primary goal of educating students and the need to support Core Faculty Service and Creative Practice, Research, and Scholarship.

12.1.1. Workload guidelines should 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; and

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 body, NWCCU. 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. DEFINITION OF TERMS AND WORKLOAD RESPONSIBILITIES

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 and instruction, service to the College or Department, and creative practice, research, and scholarship.

12.2.2. **"Teaching and Instruction"** refers to Core and Adjunct 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 instruction of students in conventional in-person academic settings, such as seminar, lecture, studio or practice spaces, as well as online, hybrid, or instructional technology-enhanced classes.

12.2.2.2. Developing a course according to College academic procedures and policies as well as degree pathways.

12.2.2.3. Preparing syllabi according to the College's academic procedures and policies.

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, contemporary research on teaching methodologies, and knowledge about learning.

The following duties are additional to those described in Article 12.2.2 and only apply to Core Faculty:

12.2.3. **“Creative Practice, Research, and Scholarship”** are 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. The productive artist/scholar/researcher is continuously involved in creative efforts, research, and writing. These activities may include but are not 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.
- 12.2.3.6. *Applying* knowledge and skills to explicate the 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 projects of the Department/Division and College. The College expects Faculty members will become increasingly active in service, assuming more complex 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 are not limited to:

- 12.2.4.1. Department/Division - Some activities to be considered in this category are:
 - Serving on departmental/division committees
 - Attending departmental/division meetings

- Ordering and maintaining supplies
- Assisting in the selecting of textbooks and software
- 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
- Limited performances or creative activities
- Serving as a guest artist or lecturer in another class
- Serving as Area Head and/or department/division liaison
- Serving as a curriculum area lead
- Contributing to advising

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

- Serving on Faculty Senate Executive Committee
- Serving on College or Division committees and task forces
- Maintaining office hours
- Sending and answering email and voice messages in a timely manner
- Sponsoring or advising a Registered Student Organization or otherwise College-recognized student organization
- Attending College meetings and functions
- Participating in recruiting activities on- or off-campus
- Attending commencement and convocation
- Participating in new Faculty and new student orientation
- Attending student, Faculty, and College sponsored events and activities
- Mentoring new Faculty
- Attending and participating in student activities related to their College experiences, such as performances and exhibits

12.2.4.3. Faculty - Some professional collegial activities to be considered in this category are:

- Assisting colleagues in using technology
- Writing letters of nomination/recommendation
- Assisting colleagues in professional endeavors
- Mentoring new Faculty members
- Substituting occasionally for colleagues per *Article 11.2.4.1*
- Serving as an elected official or negotiator for the Cornish Federation of Teachers

12.2.5. **“Professional Development”** is defined in reference to a wide variety of specialized training, formal education, or advanced professional learning intended to help Faculty members improve their professional knowledge, competence, skill, and effectiveness. Professional Development activities may be considered as either Teaching and Instruction, Creative Practice Research and Scholarship, or Service, depending on the focus of the specific training, education, or advanced professional learning opportunity.

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 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. 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

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.

This section 12.5 does not prohibit the creation of additional class modalities.

13. ARTICLE 13: Duration

- 13.1 This Agreement shall be effective as of Board and Federation ratification and final signing by both parties.
- 13.2 The terms and conditions of this Agreement shall apply through May 30, 2025. 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.
- 13.3 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.
- 13.4 Negotiations on a successor Agreement shall be opened no later than October 30, 2024, with a target date for ratification by April 10, 2025.
- 13.5 The parties agree to reopen this Agreement in August 2024 on the following topics. Negotiations on these reopened topics shall begin no later than January 30, 2024, with a target date for ratification by May 30, 2024.
- Salary/rate grids
 - Deferred compensation
 - Academic support task rates
 - PFML premiums
 - Article 12: Workload
 - Article 2.1.2.2 regarding the 10-business day requirement for Adjunct Faculty offer letters
- 13.5.1 Should the Faculty Promotions Committee establish criteria whereby an additional degree is required for promotion to the next Faculty rank, Section 10.1.4 will be reopened for negotiation.
- 13.5.2 Should the Employer create a new Director or comparable leadership position held by a Federation member, Section 12.3.12 will be reopened for negotiation regarding the WU assignment for the position.
- 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 Academic Year.
- 13.5.4 The parties agree to establish a Labor Management Committee led taskforce to evaluate and propose equitable class caps and maximums, beginning the taskforce meetings in the Fall semester of the 2023-2024 Academic Year. The taskforce will include representation from the Federation, the Faculty Senate (including the Faculty Curriculum Committee), and the Employer (including Academic Affairs, Student Affairs, and Finance.)
- 13.5.5 The parties agree to continue discussing FTE for Adjunct Faculty in Labor Management Committee.

CORNISH FEDERATION OF TEACHERS
AFT LOCAL 4169

Matthew Smucker

Matthew Smucker, President

11/22/2023

Date

CORNISH COLLEGE OF THE ARTS

Raymond Tymas-Jones

Raymond Tymas-Jones, President

11/27/2023

Date

Appendix A: Salary/Rate Grids

Core Faculty Rate Grid

Based on a 34 week Work Year

		22/23	23/24	8 Pay per mo	12 Pay per mo
Assistant Professor	Step 1	\$ 55,120	\$ 57,242	\$ 7,155	\$ 4,770
	Step 2	\$ 55,650	\$ 57,793	\$ 7,224	\$ 4,816
	Step 3	\$ 56,180	\$ 58,343	\$ 7,293	\$ 4,862
	Step 4	\$ 56,710	\$ 58,893	\$ 7,362	\$ 4,908
	Step 5	\$ 57,240	\$ 59,444	\$ 7,430	\$ 4,954
	Step 6	\$ 57,770	\$ 59,994	\$ 7,499	\$ 5,000
	Step 7	\$ 58,300	\$ 60,545	\$ 7,568	\$ 5,045
	Step 8	\$ 58,830	\$ 61,095	\$ 7,637	\$ 5,091
Associate Professor	Step 9	\$ 59,360	\$ 61,645	\$ 7,706	\$ 5,137
	Step 10	\$ 59,890	\$ 62,196	\$ 7,774	\$ 5,183
	Step 11	\$ 60,420	\$ 62,746	\$ 7,843	\$ 5,229
	Step 12	\$ 60,950	\$ 63,297	\$ 7,912	\$ 5,275
	Step 13	\$ 61,480	\$ 63,847	\$ 7,981	\$ 5,321
	Step 14	\$ 62,010	\$ 64,397	\$ 8,050	\$ 5,366
	Step 15	\$ 62,540	\$ 64,948	\$ 8,118	\$ 5,412
	Step 16	\$ 63,070	\$ 65,498	\$ 8,187	\$ 5,458
Full Professor	Step 17	\$ 63,600	\$ 66,049	\$ 8,256	\$ 5,504
	Step 18	\$ 64,130	\$ 66,599	\$ 8,325	\$ 5,550
	Step 19	\$ 64,660	\$ 67,149	\$ 8,394	\$ 5,596
	Step 20	\$ 65,190	\$ 67,700	\$ 8,462	\$ 5,642
	Step 21	\$ 65,720	\$ 68,250	\$ 8,531	\$ 5,688
	Step 22	\$ 66,250	\$ 68,801	\$ 8,600	\$ 5,733
	Step 23	\$ 66,780	\$ 69,351	\$ 8,669	\$ 5,779
	Step 24	\$ 67,310	\$ 69,901	\$ 8,738	\$ 5,825
	Step 25	\$ 67,840	\$ 70,452	\$ 8,806	\$ 5,871
	Step 26	\$ 68,370	\$ 71,002	\$ 8,875	\$ 5,917
	Step 27	\$ 68,900	\$ 71,553	\$ 8,944	\$ 5,963
Step 28	\$ 69,430	\$ 72,103	\$ 9,013	\$ 6,009	
Step 29	\$ 69,960	\$ 72,653	\$ 9,082	\$ 6,054	
Step 30	\$ 70,490	\$ 73,204	\$ 9,150	\$ 6,100	
Step 31	\$ 71,020	\$ 73,754	\$ 9,219	\$ 6,146	
Step 32	\$ 71,550	\$ 74,305	\$ 9,288	\$ 6,192	
Step 33	\$ 72,080	\$ 74,855	\$ 9,357	\$ 6,238	
Step 34	\$ 72,610	\$ 75,405	\$ 9,426	\$ 6,284	
Step 35	\$ 73,140	\$ 75,956	\$ 9,494	\$ 6,330	
Step 36	\$ 73,670	\$ 76,506	\$ 9,563	\$ 6,376	
Step 37	\$ 74,200	\$ 77,057	\$ 9,632	\$ 6,421	
Step 38	\$ 74,730	\$ 77,607	\$ 9,701	\$ 6,467	
Step 39	\$ 75,260	\$ 78,158	\$ 9,770	\$ 6,513	
Step 40	\$ 75,790	\$ 78,708	\$ 9,838	\$ 6,559	
Step 41	\$ 76,320	\$ 79,258	\$ 9,907	\$ 6,605	
Step 42	\$ 76,850	\$ 79,809	\$ 9,976	\$ 6,651	
Step 43	\$ 77,380	\$ 80,359	\$ 10,045	\$ 6,697	
Step 44	\$ 77,910	\$ 80,910	\$ 10,114	\$ 6,742	
Step 45	\$ 78,440	\$ 81,460	\$ 10,182	\$ 6,788	
Step 46	\$ 78,970	\$ 82,010	\$ 10,251	\$ 6,834	
Step 47	\$ 79,500	\$ 82,561	\$ 10,320	\$ 6,880	

Rates for Core Faculty Overages (*Article 10.1.1.5*), and Summer Teaching (*Article 10.1.3*) are calculated via the following formulas:

Core Faculty Overage Rate =
 Yearly Salary ÷ 34 weeks (for regular Core) or 38 weeks (for Chairs) ÷ 9 WU (1.0 FTE for a Semester) x 60%

Payment for Overage = Overage Rate x Course WU x Weeks (generally 17 weeks per Semester)

Summer Teaching is calculated as the equivalent of one Semester within the regular Faculty Work Year (17 weeks) for the purpose of these formulas

Department Chair Rate Grid

Based on a 38 week Work Year, with step/rate adjustment included per Article 10.1.6

		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
Associate Professor	Step 8	\$ 66,344	\$ 68,898	\$ 8,612	\$ 5,741
	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
Full Professor	Step 16	\$ 71,082	\$ 73,819	\$ 9,227	\$ 6,152
	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

Adjunct Faculty Rate Grid

Adjunct Faculty Base Rates:

	2022-23 Rate	2023-24 Rate
Rate A	\$126.31	\$131.17
Rate B	\$132.24	\$137.33
Rate C	\$135.68	\$140.90
Rate D	\$141.50	\$146.95

Adjunct Faculty compensation is calculated via the following formulas:

- **Payment for Semester Long Course** = Adjunct Faculty Rate x Course WU x 15 weeks
- **Payment for Substitution** = Adjunct Faculty Rate x Contact hours of Substitution x 56.25%
(This formula converts WU into an Hourly Rate. In some circumstances, agreed to by the Adjunct Faculty member and Employer, substitutions may be calculated as a change of WU for the Semester rather than as hourly.)
- **Summer Teaching** is calculated as the equivalent of one Semester within the regular Faculty Work Year (15 weeks for Adjunct Faculty)

Sample Fee for a 1 Workload Unit (WU) Course at each rate:

Rate A	\$1,894.64	\$1,967.59
Rate B	\$1,983.53	\$2,059.89
Rate C	\$2,035.20	\$2,113.56
Rate D	\$2,122.49	\$2,204.21

Adjunct Faculty will move to the next step on the rate grid after having taught a total of 36 Workload Units, per *Article 10.1.1.4*.

Adjunct Faculty Private Instruction Rate Grid

Adjunct Faculty Private Instruction rates are established within *Article 12.4.4.4*, and are calculated via the following formulas:

Workload Units (WU) for Private Instruction = Contact Hours x 0.5

Adjunct Faculty teaching Private Instruction will receive 12.5% above posted Adjunct Faculty base rates.

These rates can be calculated more simply as follows:

	2022-23 Rate	2023-24 Rate
Rate A	\$71.05/hour	\$73.78/hour
Rate B	\$74.39/hour	\$77.25/hour
Rate C	\$76.32/hour	\$79.26/hour
Rate D	\$79.60/hour	\$82.66/hour

Retirement Contributions by the Employer

2022-23: 4% for eligible Faculty

2023-24: 4% for eligible Faculty

Eligibility for Retirement Contributions is detailed within *Article 10.4.5.1*.

Appendix B: MOU Related to Interim Core

MEMORANDUM OF UNDERSTANDING RELATED TO INTERIM CORE

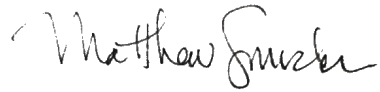
Cornish College of the Arts and the Cornish Federation of Teachers accede to a one-time, non-precedent setting exception to the CBA as regards Interim Core Faculty, as described below.

1. Interim Core Faculty who are employed during the 2022-23 academic year and covered under the 2018-22 Extended CBA: “Interim Exception MOU” (Appendix G) will be considered for appointment as Core Faculty via a single candidate search process. The exact parameters of the single-candidate search process are determined by the Provost or designee, but it is agreed that the position will not be listed and CVs will not be accepted beyond the single candidate. The search shall follow the faculty participation rules in the CBA 2.2.2.3, except that the Academic Dean will be the convener of the Search Committee.
2. The right to initiate this core search process and the timeline for any searches rests fully with the Cornish College of the Arts management per Article 1.5 “Management Rights.” No individual Interim Core faculty member should expect that a search will be approved for their position, nor that the single candidate search process will lead to the granting of the position for the candidate under review.
3. This MOU does not apply to a) Interim Core faculty members not covered by the “Interim Exception MOU” or b) Interim Core faculty members previously covered by the “Interim Exception MOU” who have subsequently resigned.
4. Interim Core faculty members employed under the 2018-2022 Article 2.1.3.2 for whom the “Interim Exception MOU” does not apply will have positions not exceeding two academic years, per CBA 2.1.3.2.6.
5. Management reserves the right, per the “Interim Exception MOU,” to not grant 2023-2024 academic year extensions to Interim Core faculty.
6. The parties agree that the prior Interim Extension MOU remains in place through the 2023-2024 Academic Year.

7. The parties agree that this MOU shall continue to apply under any new CBA signed between the parties through the summer of 2024, until the beginning of the 2024-25 academic year.

Dated April 12, 2023

Cornish Federation of Teachers, AFT Local 4169



Matthew Smucker, CFT President

Cornish College of the Arts



Raymond Tymas-Jones, President

Appendix C: Chair Job Description

Appended per Article 2.1.1.3.3

Cornish College of the Arts

Departmental Chair (Faculty) Position

Department Chairs are faculty members who receive instructional reassigned time for serving as professional administrative leaders of their department, which includes oversight of any faculty and majors/curriculum within that department. The chief objective of a Department Chair is the success of its programs of study and the students within those majors and courses and includes the responsibilities outlined below. They are the public face of the department alongside the Divisional Dean.

A Department Chair is primarily a service role and this position comprises a faculty member's main service role to the College during their tenure. The Divisional Dean serves as the department's main administrative and managerial head and provides direction and supervision for the Chair.

Reports to: Academic Division Dean

Appointment and Length of Service: Department Chairs are appointed by the Academic Division Dean after consultation with the faculty and Provost/CAO. In order to support each chair's professional and administrative development, lengths of service of at least three years are desirable.

Reassigned Time: A Department Chair is primarily a service role and this position comprises their main service role to the College during their tenure. Departmental Chairs will receive instructional reassigned time (i.e. "course release"), which may be up to 3-6 WUs per semester, depending on individual department needs (also includes other service workload per (CBA 12.3 "Workload and Equivalencies"). Reassigned time, in addition to reassigned time beyond 6 WU/semester, will be determined in consultation with the Dean and Provost/CAO.

Classification: The Departmental Chair will remain a member of the faculty bargaining unit (Cornish Federation of Teachers) and retain the rights and responsibilities of faculty members as detailed in the Collective Bargaining Agreement.

Title: Faculty taking on the duties noted below will assume the role of "Department Chair," recognizing as noted below that these duties may have slight variations depending on the department. Faculty retain their rank and faculty status as noted above.

Contract Length and Additional Compensation: Chairs serve during the faculty work year, plus 2 weeks at the end and start of the contract year. Chairs receive additional compensation beyond their faculty contract equivalent to 1 month. Chairs are paid on a pro-rated basis per their weekly pay rate.

Selection: Recommendations for Departmental Chairs are made to the Divisional Dean after a collaborative and inclusive discussion by all core faculty within a department. The Dean will appoint the Chair after consultation with the Provost/CAO. Chairs can serve beyond three years with the support of the faculty and Dean.

Responsibilities: The responsibilities noted below are a point of focus for the chair and not their sole responsibility as all College faculty are responsible for supporting the administrative and governance needs of their Divisions, departments, and curricular areas in collaboration with the Provost/CAO and Administration.

- Manage regular departmental meetings in consultation with the Divisional Dean and in support of Divisional goals and meetings.
- Work with department faculty, the Office of Admissions/Enrollment, and Provost/CAO to set and achieve admissions/recruitment goals and support the College's strategic enrollment plans.
- Support transfer of credits review in consultation with Admissions and Registration and Records Office.
- Work with faculty and Area Heads where appropriate to assign courses and facilitate the completion of the schedule of classes as delivered by the Associate Registrar of Systems and Operations (centralized scheduling system).
- Identify and facilitate curricular initiatives within and across majors and particularly at the department level (faculty as a whole will develop curriculum in consultation with the Dean and Faculty Senate governing committees)
- Identify faculty hiring needs, which are brought to the Dean (faculty as a whole serve on faculty search committees, while the Dean determines allocation of new faculty lines per divisional budgets in consultation with the Provost/VPAA.)
- Support Student Affairs as appropriate in consultation with the Divisional Dean and Provost/VPAA.
- Support development of the Annual Academic Program review in collaboration with the Divisional Dean and respective faculty and support the facilitation of the ongoing formal assessment of student learning
- Support Marketing Department needs alongside departmental faculty.
- While the Chair does not have supervisory and managerial authority over departmental faculty, they engage in the following activities in a consultative manner with and under the supervision of the Academic Division Dean:

- Provide mentorship and recommendations to faculty as it relates to teaching and learning.
- Provide mentorship and recommendations to faculty as it relates to understanding and application of College procedures and policies.
- Support faculty evaluation through peer review classroom observations and discussions and provide recommendations to the Dean relating to annual faculty evaluations.
- Support the hiring of instructors/adjunct faculty including interviewing and hiring recommendations.
- Support the hiring of core faculty via faculty-majority Search Committees and submission of recommendations to Dean and Provost.

Minimal Qualifications:

- Earned terminal degree from an accredited institution or equivalency.
- Accumulated record of teaching effectiveness, professional leadership, and scholarship/artistic practice sufficient to support the rank of Associate or Full Professor and hold a core faculty position (not interim position). Faculty with the rank of advanced Assistant Professor will only be considered under specific circumstances.
- Experience as a faculty member in supporting the development and preparation of annual program reviews and collection of assessment data.
- Excellent interpersonal communication, writing, and speaking skills.
- Evidence of academic vision for the Department that supports excellence in teaching and learning and the College Mission.
- Ability to foster collaborative and inclusive relationships with faculty, staff, students, and administrators.
- Experience as a faculty member in supporting outcomes-based curriculum development and review.
- Demonstrated aptitude for administrative work and departmental leadership as evidenced through governance or service work.
- Demonstrated commitment to supporting and engaging students of all races, ethnicities, genders, sexualities, and backgrounds to expand and enhance their educational experience and career goals in accordance with the College philosophy supporting diversity, equity, inclusion, and academic success.

Appendix D: Area Head Job Description

Appended per Article 2.1.1.4.3

Cornish College of the Arts Area Head (Faculty) Position

Area Heads: Program Leads are faculty members whose service obligations to the College include oversight of a particular major, program, or curricular area within the College. A major, program or curricular area is assigned an Program Lead based on its size (e.g. number of students or faculty), complexity, the nature of the curriculum, and/or assessment needs. Area Head duties are primarily focused on curriculum development and support of assessment of program or institutional learning outcomes. Determination that an Area Head is needed for a given major, program, or curricular area is made by the Provost, in consultation with the Academic Dean/s and the Chair/s of the affected program.

Reports to: Faculty Chair of respective curricular area and Divisional Dean

Appointment and Length of Service: Area Heads are appointed by the Divisional Dean after consultation with the faculty chair and Provost/CAO. In order to support each area head's professional and administrative development, lengths of service of at least three years are desirable. Area Heads can serve beyond three years with the support of the faculty chair and Dean.

Service Role: An Area Head is a service role and this position comprises a faculty member's main service role to the College during their tenure (also includes other service workload per (CBA 12.3 "Workload and Equivalencies"). Area Heads will, in some cases, receive instructional reassigned time (i.e. "course release"), depending on specific major, program, or curricular area needs. If needed, reassigned time will be determined in consultation with the Dean and Provost/CAO.

Classification: The Area Head will remain a member of the faculty bargaining unit (Cornish Federation of Teachers) and retain the rights and responsibilities of faculty members as detailed in the Collective Bargaining Agreement.

Title: Faculty taking on the duties noted below will assume the role of "Area Head" recognizing as noted below that these duties may have slight variations depending on the particular major, program, or curricular area within the College. Faculty retain their rank and faculty status as noted above.

Contact 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 start of the contract year. In this case, Area Heads will receive additional compensation beyond their faculty contract. Area Heads are paid on a pro-rated basis per their weekly pay rate.

Selection: Recommendations for Area Head are made to the Divisional Dean after a collaborative and inclusive discussion by all core faculty within a department. The Dean will appoint the Chair after consultation with the Provost/CAO. Chairs can serve beyond three years with the support of the faculty and Dean.

Responsibilities: The responsibilities noted below are a point of focus for the Area Head and not their sole responsibility as all departmental and/or College faculty are responsible for supporting the administrative and governance needs of their Divisions, departments, and curricular areas in collaboration with the Provost/CAO, Deans and Administration.

- Identify and facilitate curricular discussions and initiatives under the guidance, direction and oversight of the Faculty Chair and Dean.
- Support development of Annual Academic Program review(s) in collaboration with the faculty, faculty chair and Divisional Dean and respective faculty and support the facilitation of the ongoing formal assessment of student learning (in relation to the particular major, program, or curricular area within the College which the Area Head supports).
- Support preparation of materials and presentations for the Faculty Senate's Curriculum or General Education Committees.
- Provide student mentoring, support and retention goals as needed in collaboration with the appropriate College units and initiatives.
- Facilitate Program specific planning days in May, August, and January
- Liaise with Admissions team to support planning and implementation of annual recruitment work.
- Oversee program specific external partnerships and relationships
- Manage, in consultation with the Dean, hiring and supervision of Dance Musicians