



AGREEMENT BETWEEN
MOORE COLLEGE OF ART AND DESIGN
and
MOORE FEDERATION OF TEACHERS

September 1, 2020 — August 31, 2024
(Revised and Restated July 1, 2021)

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ARTICLE I RECOGNITION

I.1. Moore College of Art & Design (hereinafter referred to as “MOORE” or the “College”) recognizes the Moore Federation of Teachers (hereinafter referred to as the “MFT”) as the sole and exclusive bargaining agent with respect to hours, wages, fringe benefits, working conditions and conditions of employment for all persons employed as professors, associate professors, assistant professors, instructors, Department Chairs, Graduate Program Directors, Program Heads, and adjunct faculty.

I.2. MOORE agrees to deduct in monthly installments from the salaries of faculty members who have duly authorized such deductions in writing in accordance with law, the regular annual dues of the MFT, or an agency fee from non-members of the MFT to help defray costs of negotiation and administration of the collective bargaining agreement. MOORE will remit same to the MFT no later than fifteen (15) days after such deductions are made and the amount deducted from each, as well as the names of those who had authorized deductions but for whom no deductions have been made and the reasons therefore. MOORE shall be relieved from making such deductions from any faculty member upon temporary transfer to a non-bargaining unit position. MOORE shall, at the faculty member’s request, deduct payments to a single credit union designated by the MFT.

I.3. Upon written notification to the MFT and MOORE no earlier than thirty (30) days prior to the expiration date of this Agreement, a faculty member may discontinue union membership.

I.4. MOORE shall permit MFT representatives to visit the College for any purpose relating to the terms and conditions of this Agreement. Such visits shall be made without disrupting the MOORE schedule, without interfering with the duties of the faculty members and at no expense to MOORE.

I.5. The MFT shall have the right to use one (1) specified bulletin board and faculty member mailboxes for the posting and distribution of official MFT communications.

I.6. MOORE shall make available to the specified designee of the MFT upon request any records, material, and/or information which are relevant to negotiations or to the proper enforcement or implementation of this Agreement to the extent required by law, and to the extent such records, material, and/or information are readily available to the College. Any such request by the MFT shall be in writing and state with reasonable specificity the records, materials, and/or information sought, and the reason for their relevancy. MOORE shall comply with this request within a reasonable time. However, if the request is in connection with a grievance, MOORE shall comply with the request within the time limits of the grievance procedure or these limits will be extended.

I.7. Whenever it is mutually agreed to by the MFT and the Administration to meet to discuss matters directly and actually affecting hours, wages and working conditions as defined by this Agreement, the bargaining unit members necessary to such discussion shall suffer no

loss of pay or any other penalty while attending said meeting. The use of such time shall not result in cancellation of scheduled classes or other educational assignments.

I.8. A copy of all contracts for professors, associate professors, assistant professors, instructors, Department Chairs, Graduate Program Directors, Program Heads, and adjunct faculty are to be released by the Academic Vice President/Dean to the MFT at the same time they are released to the faculty.

ARTICLE II NON-DISCRIMINATION

Neither MOORE nor the MFT shall discriminate against any faculty member because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or non-job related handicap, or membership in, nor activities on behalf of the MFT or for any other reason prohibited by law.

ARTICLE III TENURE

III.1. Tenure shall mean the right of a full-time faculty member or a part-time faculty member who is tenured as of September 1995 to procedural due process and to continue her/his employment and not be terminated or disciplined except where there exists:

- a. Incompetence.
- b. Willful misconduct.
- c. Neglect of Duty.
- d. Violation of professional ethics.
- e. Physical and/or mental incapacity which renders the faculty member unable to continue in her/his teaching position, with or without accommodation.
- f. Just cause.

III.2. A tenured faculty member who is terminated and/or disciplined may appeal through the grievance procedure, up to and including binding arbitration.

III.3. A tenured faculty member who is terminated under Article III Section 1.e. shall receive her/his salary for the semester in which the termination occurs.

III.4. Discharge for any reason listed at Article III Section 1.a-f will be preceded by an admonition by the Academic Vice President/Dean or President describing the problem and warning that the faculty member's status is in jeopardy. However, depending on the severity of the problem, a faculty member may be discharged immediately. This admonition and warning will be submitted to the faculty member in writing. The warning may also stipulate a follow-up review to assess whether the problem has been corrected. If a follow-up review is conducted,

and the faculty member acknowledges and corrects the problem within the specified time and fulfills her/his duties, the matter is settled. A statement to this effect will be entered into the personnel file, and a copy will be given to the faculty member. If the faculty member fails to correct the problem, dismissal procedures or a lesser sanction may be applied.

III.5. In certain situations, a disciplinary leave without pay may be deemed advisable by the College in consultation with the MFT. The faculty member may be required to successfully complete counseling at his/her own expense during the disciplinary leave. In situations where a disciplinary leave at reduced salary is deemed appropriate, the salary shall not be more than one quarter of the faculty member's normal salary per semester or a quarter of his/her salary for one (1) year. The length of the disciplinary leave shall be at the sole discretion of the College.

III.6. All full-time faculty hired after September 1, 1995 will serve under renewable 3-year contracts (for two terms), or 5-year contracts (after two 3-year terms), with the exception of visiting faculty and Graduate Program Directors who will serve under renewable 1-year contracts.

III.7. New faculty members with tenure (or the equivalent of tenure) in other accredited institutions or universities may, with the recommendation of their Department, the Academic Vice President/Dean and the President, be granted a 5-year contract by MOORE after the completion of three (3) successful FTE years of service at MOORE.

III.8. Tenured faculty members who have been in the bargaining unit and are appointed to positions outside of it shall retain tenure, understanding that such tenure applies only to the bargaining unit position held by the faculty member before his/her appointment out of the unit.

III.9. During the term of this contract, there shall be no limitation as to the number of full-time faculty members holding tenure or 5-year contracts except insofar as financial and/or curricular concerns mandate.

ARTICLE IV FACULTY REVIEWS AND EVALUATIONS

IV.1. Each Department shall utilize its formal evaluation procedure in conducting faculty and peer reviews. This procedure shall be approved by the Academic Vice President/Dean, and shall be used for all faculty within the Department, including adjuncts and visiting faculty. The Department Chair or Graduate Program Director can include in the evaluation procedure classroom observations, examination of classroom materials, examination of student work, as well as any other method deemed useful by the Department.

IV.2. Performance reviews of full-time and part-time tenured faculty members shall be conducted every five (5) years as a means for faculty to obtain constructive and balanced information, which will enable them to better fulfill their academic responsibilities. They are also an aid in the determination of contract continuation and promotion.

a. Faculty performance reviews will be done by the Academic Vice President/Dean, the appropriate Department Chair(s) or Graduate Program Director(s), and peers within their respective discipline to the extent possible.

b. All performance reviews shall be reduced to writing and a copy given to the faculty member, his/her Department Chair or Graduate Program Director and a copy placed in his/her personal file.

c. Faculty performance reviews are based on teaching effectiveness, professional or scholarly achievement and service to the College and/or service to the community that brings visibility to the College.

IV.3. Term-contract faculty members will be reviewed as follows:

a. Faculty on a 5-year contract will be reviewed in the fourth year of the contract, and will be given a terminal year in the case of a negative review. A 5-year contract faculty member who is terminated before the end of his/her contract may appeal through the grievance procedure, up to and including binding arbitration. Contract continuation reviews shall include teaching effectiveness, professional or scholarly achievements and service to the College or service to the community that brings visibility to the College.

b. Faculty on 3-year contracts will be reviewed as follows: for the first 3-year probationary contract term, faculty will be reviewed annually, with a possibility of immediate dismissal after a negative review; in the second 3-year term, faculty will be reviewed in the fall semester of the third year and given a terminal semester in the case of a negative review. The review will be completed by the end of October. This review will determine whether the faculty member will be offered a 5-year contract and shall be conducted pursuant to Article V.2(e). Contract continuation reviews shall include teaching effectiveness, professional or scholarly achievements and service to the College or service to the community that brings visibility to the College.

IV.4. Graduate Program Directors, Department Chairs and Program Heads will be reviewed annually by the Academic Vice President/Dean in consultation with full-time faculty members in their departments. If there are no other full-time faculty members in the department, the Academic Vice President/Dean shall appoint at least one other full-time faculty member. Reviews shall include, but shall not be limited to, teaching effectiveness, professional or scholarly achievements, and service to the College. Department Chair and Graduate Program Director reviews also shall include assessment of their performance of administrative duties and responsibilities.

IV.5. Adjunct faculty members shall be evaluated each semester for all new classes that they are teaching. Adjuncts who continue to teach at MOORE shall be reviewed each semester in their first two (2) years of continuous teaching or in their first four (4) semesters of non-continuous teaching, and thereafter reviewed at least every two (2) years. Adjunct faculty evaluations are primarily based on teaching effectiveness.

IV.6. Visiting Faculty on 1-year appointments shall be evaluated annually for all courses taught within the academic year. Visiting faculty course reviews are primarily based on teaching effectiveness and service to the College. Visiting Faculty serving as a Department Chair shall be reviewed in accordance with Article IV Section 4 of this Agreement.

IV.7. The Department Chair or Graduate Program Director shall review visiting faculty or adjunct faculty members hired on a semester-by-semester basis by supervising any new class(es) they are teaching, with faculty participation of at least one additional full-time faculty member, at the end of the semester. Visiting Faculty serving as a Department Chair shall be reviewed in accordance with Article IV Section 4 of this Agreement.

ARTICLE V CONTRACT CONTINUATION AND PROMOTION

V.1. MOORE, in accordance with the MFT contract and with faculty participation, shall have the authority to decide questions of contract continuation and promotion.

V.2. Process for course and contract continuation reviews:

a. As described at Article IV sections 1 and 2, each Department shall utilize its formal evaluation procedure in conducting faculty and peer reviews. This procedure shall be approved by the Academic Vice President/Dean, and shall be used for all faculty within the Department, including adjuncts and visiting faculty. The Department Chair or Graduate Program Director can include in the evaluation procedure classroom observations, examination of classroom materials, examination of student work, as well as any other method deemed useful by the Department.

b. Peer review recommendations concerning contract continuation and promotions will be the result of deliberations of the ranked faculty members of the Department, if there are any. If there are no faculty members in the Department who meet these criteria, the Department Chair, Graduate Program Director, and/or Academic Vice President/Dean shall appoint other faculty members within the department and/or with relevant experience to participate in these deliberations.

c. The results of reviews for new courses taught by adjunct, Visiting and full-time faculty members that are conducted solely by the Department Chair or Graduate Program Director specifically in the summer, in lieu of a peer review, pursuant to Article IV Section 7 of this Agreement, shall be shared with ranked faculty members of the Department, if there are any.

d. Adjunct faculty members with at least one (1) FTE years of teaching may be asked if they would be willing to volunteer to serve on a review committee.

e. The contract continuation review for term-contract faculty members standing for their first 5-year contract is conducted by a College committee. This committee is appointed by the Academic Vice President/Dean in consultation with the MFT President and follows the same guidelines as that of a Promotions Committee in terms of the make-up of the committee except when the faculty standing for their first 5-year contract is a Department Chair, in which case the Academic Vice President/Dean will serve as the ex-officio, non-voting, Committee Chair. In such a circumstance, the Academic Vice President/Dean may appoint a fourth faculty member with at least one (1) FTE years of service within the discipline so that the committee has appropriate faculty input. The Contract Continuation Committee for faculty members standing for their first 5 year contract will also include one external reviewer who will

provide feedback on professional activity or scholarly work but not make a recommendation for contract continuation. The Academic Vice President/Dean will seek recommendations from the faculty member being reviewed and the Department Chair of potential external reviewers from the field or relevant discipline. The Academic Vice President/Dean will select the external reviewer.

f. For a faculty member being evaluated for contract continuation, Committee members will be provided a comment/recommendation form that they are required to fill out and return to the review committee chair within three (3) days of the review. The written comment/recommendation form is not intended to limit or replace peer discussion at the review. Any committee member who does not return a completed form to the Chairperson within this time period forfeits his/her right to comment on the written review.

The Department Chair of the faculty member's department, the Graduate Program Director of the faculty member's department or the review committee chair shall circulate a copy of the written review and recommendation to the committee members to ensure that the report adequately reflects the view of each member of the committee.

Committee members have two (2) working days to respond in writing to the Chairperson stating how the written review does not reflect their views.

The Department Chair or Graduate Program Director will then meet with the Academic Vice President/Dean and present the written evaluation and discuss the performance of the faculty member with a recommendation for or against contract continuation prior to April 28.

These reviews shall be made between March 16th and April 14th, with the exception that tenured faculty reviews shall be made by the end of October after the fifth year of teaching.

g. For a Department Chair being evaluated for contract continuation, the Academic Vice President/Dean will serve as the Chair of the Review committee and will appoint faculty within the discipline, if there are any, and/or other full-time faculty to the Review committee. The written review will be shared with the review committee members by the Academic Vice President/Dean prior to presenting the review summary to the Chair.

For a Graduate Program Director being evaluated for contract continuation, the Academic Vice President/Dean will serve as the Chair of the Review committee, and may appoint faculty within the discipline, if there are any, and/or staff members, with a limitation of one (1) staff member, to the Review committee. The written review will be shared with the review committee members by the Academic Vice President/Dean prior to presenting the review summary to the Graduate Program Director.

h. All Graduate Program Directors shall be appointed for a period of one (1) year. If a Graduate Program Director's 1-year contract is not renewed, the Graduate Program Director may not remain employed by the College after expiration of the contract, unless the College, in its discretion, elects to continue his/her employment pursuant to Article IV Section 4.

i. The Academic Vice President/Dean's recommendation for non-renewal of a faculty member's contract, excluding Graduate Program Director's, may be appealed through the grievance procedure, up to but not including binding arbitration. Faculty on a five year (5) contract may appeal through the grievance procedure, up to and including binding arbitration.

In the case that the Academic Dean has a dissenting opinion from any contract continuation committee's recommendation, the committee's recommendation can be overruled only by the President based upon the following criteria: teaching effectiveness, professional or scholarly achievement and service to the College or service to the community that brings visibility to the College.

j. Full-time faculty members who have not been recommended for continuation may meet with the Academic Vice President/Dean to discuss her/his teaching status prior to April 28.

k. By April 30th, the Academic Vice President/Dean shall send notification in writing to those full-time faculty members whose contracts have not been continued and to those faculty members who have been given a contract for no more than one (1) additional year, with the exception of faculty in their second 3-year contract. Those faculty in their second 3-year contract who have not been continued, shall be notified in writing by November 30th by the Academic Vice President/Dean, pursuant to Article IV Section 3.b.

l. Termination and/or disciplinary action for willful misconduct, neglect of duty, violation of professional ethics, just cause or incompetence of a faculty member who is not tenured, or who has not been granted a 5-year contract, may occur at any time and such termination and/or discipline is subject to the grievance procedure, up to but not including binding arbitration. Termination for non-promotion may occur in accordance with Section V.4.g of this Agreement.

m. Adjunct faculty are hired on a basis which is dependent upon class enrollment requirements and curriculum offerings. Such faculty will be notified of their hiring as soon as MOORE knows its class enrollment and teaching needs for the academic semester in question. Adjunct faculty members with two (2) or more FTE's shall be given first consideration in the hiring process. After five (5) years of teaching at least one (1) class per year in a non-CE, non-YAW or non-SADI program at the College, adjunct faculty members will be eligible for consideration for advancement in rank. The Academic Vice President/Dean will notify the adjunct faculty member's Department Chair or Graduate Program Director who will make a recommendation regarding advancement to the Dean. The Academic Vice President/Dean will make the final determination regarding advancement in rank.

V.3. Promotion:

a. Ranks for full-time tenured faculty, term-contract faculty, and part-time tenured faculty are Instructor, Assistant Professor, Associate Professor, and Professor.

b. There are to be no limits on the number of faculty in any one rank.

c. There will be no automatic promotions in terms of length of service or any other factor. It is possible for a faculty member who has tenure or is currently serving in a five (5) year contract hired either as an adjunct or full-time faculty before 1991 to remain in their current rank.

d. There will be no jumps in rank, i.e., Instructor to Associate Professor, except in special and well-justified cases. The College will make every effort to discuss any re-ranking of a faculty member with the MFT prior to making a decision.

e. All term-contract faculty will be eligible for promotion to the next rank after being in their present rank for seven (7) FTE years although promotion itself is not guaranteed. Consideration for promotion will take place during the academic year in which the faculty member will complete seven (7) FTE years of service. A one-year extension for promotion consideration may be granted in extenuating circumstances. The decision to grant the one-year extension is at the discretion of the Academic Dean in consultation with the President of the College. A faculty member requesting an extension must do so in writing no later than October 1st of their seventh (7th) year in their present rank.

f. Faculty who join MOORE after some teaching experience may negotiate credit for years counted at rank before signing their initial contract.

V.4. Process for Promotion:

a. The Promotions Committee is appointed by the Academic Vice President/Dean and shall include (when possible) two (2) full-time faculty members from the candidate's Department, one of whom the Academic Vice President/Dean will appoint to serve as Promotions Committee Chair. All other faculty serving on the Promotions Committee will be considered a Promotions Committee Member. The Promotions Committee shall also include at least two (2) faculty members from other divisions within the College (*i.e.*, Liberal Arts, Design and/or Fine Arts at the undergraduate or graduate level). When a Department does not have two (2) full-time faculty members, the Academic Vice President/Dean will appoint an additional Promotions Committee member from another Department. The Promotion Committee for faculty members will also include one external reviewer who will provide feedback on professional activity or scholarly work but not make a recommendation for promotion. The Academic Vice President/Dean will seek recommendations from the faculty member being reviewed and the Department Chair of potential external reviewers from the field or relevant discipline. The Academic Vice President/Dean will select the external reviewer.

b. The full-time faculty members within the candidate's Department, as well as the Department Chair or Graduate Program Director, must each make a recommendation and submit documentation concerning the candidate to the Promotions Committee no later than December 1. The candidate must submit supporting data following Guidelines for Materials Submission at the same time.

c. Adjunct faculty members with at least one (1) FTE years of teaching may be asked if they would be willing to volunteer to write a letter of recommendation.

d. The Promotions Committee may request additional information. The committee will make its recommendation based on the criteria outlined in Addendum C to this Agreement, the documentation submitted and overall College considerations. All members of the committee must be present for the consideration of the candidate and for the vote.

e. The recommendation of the Promotions Committee with commentary based on the promotion criteria will be sent to the Academic Vice President/Dean no later than January 21.

f. The recommendations of the Academic Vice President/Dean, the Department Chair, the Graduate Program Director, the Departmental faculty and the Promotions Committee and all the documentation will be sent to the President no later than February 1.

g. The President will discuss his/her recommendation with the Academic Affairs Committee during executive session and make a recommendation to the Board of Managers for vote at their February meeting. Notification of the decision of the Board of Managers will be made to the candidate within two (2) weeks following the February meeting, or by March 1, whichever comes first. If granted, the promotion will be effective at the beginning of the next academic year.

Faculty who are denied promotion must stand for promotion again within the next three (3) academic years. The College, in its sole discretion, shall determine when within this timeframe the faculty member shall stand for promotion. The contract of any faculty member denied promotion for a second time will be discontinued at the end of the semester in which the decision to deny promotion is made. The MFT agrees that individual employment agreements in existence as of the execution of this Agreement are amended to the extent that they are inconsistent with this Section, and this Section shall supersede any and all provisions of such agreements to the extent inconsistent herewith.

h. The decision of the College to deny promotion may be grieved through the grievance procedure, up to and including binding arbitration for tenured and 5-year contract faculty.

ARTICLE VI HOURS AND WORKING CONDITIONS

VI.1. Full-time faculty are defined as those who have full-time status as determined at hire or who have been granted full-time status by the Academic Vice President/Dean with the recommendation of the faculty member's Department. The decision of the Academic Vice President/Dean to recommend or not to recommend full-time status to the President will be final and binding.

Visiting faculty are defined as those who have been given a regular contract for one (1) year, who will be paid a full-time salary and not by the course.

Tenured part-time faculty are defined as those part-time faculty who have been awarded tenure prior to June 30, 1992.

Adjunct faculty are defined as all part-time faculty hired on a semester by semester basis and paid by the course.

Faculty Fellow are defined as faculty with an appointment of one semester full-time or one year full-time with a teaching load of no more than 9 credits per semester. There will be no more than one (1) Faculty Fellow per semester. Full-time faculty are encouraged to nominate candidates for the Faculty Fellow position.

Faculty Fellow teaching in degree programs will adhere to all College academic processes and procedures, including being available for students in their classes, but will not be required to participate on College committees and task forces.

VI.2. Throughout the term of this contract, during the academic year, full-time faculty shall perform duties as assigned by the Academic Vice President/Dean, and/or requested by the Department Chair or Graduate Program Director. These duties include but are not limited to the following:

a. Full-time faculty members are expected to be on campus at least three (3) days a week to (1) teach, (2) maintain regular office hours and (3) be available for advising students, recruitment and/or Department activities and related duties, including committee work, based on the programming needs of the College as defined in items VI.2.d-VI.2.i.

MOORE seeks to hire and retain faculty whose qualifications meet standards established by its accrediting agencies and who are professional, experienced artists, designers and/or scholars. Once employed, faculty are expected to remain active, practicing artists, designers and/or scholars. Full-time faculty members shall reference their positions at Moore College of Art & Design where practicable in all publications, presentations, media sources or any other materials relating to their professional activity.

The College recognizes the importance of supporting faculty members' active engagement in their fields, and will make an effort to ensure that faculty members have ample time for such engagement. The College will schedule classes with the interest of students and availability of space and will be mindful of the preferences of faculty in scheduling matters.

b. All meetings will be announced in advance, and the time and day will not be changed less than two (2) days prior to a meeting, unless there is an emergency.

c. Instruction in regularly scheduled classes shall include maintenance of attendance records and syllabi by faculty. Faculty members are required to submit their grades by the date identified in the Academic Calendar.

d. Full-time faculty members are expected to have regularly scheduled office hours and all faculty will be available for consultations with students throughout the academic year. Full-time faculty members must devote at least a total of three (3) hours per week to office hours. Office hours, and any changes in the office hours, shall be posted online, in the course syllabus and reported to the Academic Vice President/Dean and the Department Chair or Graduate Program Director.

e. Full-time faculty shall and adjunct faculty are invited to participate in the development, review and revision of curriculum and in the formulation of Department policies. Full-time faculty are expected to and adjunct faculty are invited to participate in all Departmental events.

f. Full-time faculty shall and adjunct faculty are invited to participate in faculty reviews.

g. Full-time faculty shall and adjunct faculty are invited to actively participate in College committees and task forces.

h. Full-time faculty shall and adjunct faculty are invited to actively participate in recruitment activities such as Open House, hosting prospective students, portfolio reviews or other activities as needed. Pursuant to Section VI of MOORE's Financial Policies and Procedures relating to Travel ("Travel Policy"), the College will cover reasonable travel expenses for faculty members who are asked and who agree to travel to attend off-site, weekend portfolio reviews.

i. Full-time faculty are required and adjunct faculty are invited to attend in-service days, convocation, commencement, faculty meetings, Department meetings, divisional meetings, and other College- or faculty-related meetings as may be called by the President or Academic Vice President/Dean from time to time. The College will make every effort in scheduling meetings on alternate meeting days when practicable.

j. A faculty member on full-time appointment has a primary teaching obligation to MOORE. Faculty requesting permission to teach at another institution of higher education must put such request in writing six (6) weeks in advance of said teaching opportunity, and obtain approval of the Academic Vice President/Dean. Should an extraordinary opportunity arise, the six (6) week period may be waived. Faculty on a full-time appointment will not teach a regularly scheduled course at another institution of higher education or teach more than one (1) course or one (1) day, during the MOORE academic year.

k. Adjunct faculty members will be required to attend an initial orientation, an annual anti-harassment training, and an occasional in-service training as needed.

l. MOORE reserves the right to assign no more than 6 credits in each of the three terms (18 credits in total) of teaching to College administrators/staff, to be performed in addition to their administrative duties without additional compensation. All 18 credits cannot come out of any one Department in given academic year.

VI.3. Course equivalencies shall be given for the following courses and related duties:

a. The Department Chair for the Art Education program is responsible for coordinating student teacher placements with the faculty assigned to teach the Student Teaching Seminar (ED500S). The faculty member assigned to provide field supervision of student teachers (ED500) will receive one (1) credit for one to two (1-2) students supervised, two (2) credits for three to four (3-4) students supervised, and three (3) credits for five to six (5-6)

students supervised. The faculty member conducting the ED500S Student Teaching Seminar will receive two (2) credits for the course.

VI.4. Full-time faculty shall be scheduled as follows:

a. Lecture and Studio: The full-time load for Liberal Art and Studio faculty will be twenty one (21) credits a year. Full-time faculty members who are not on an approved sabbatical, personal or family leave may not voluntarily teach a reduced load except for as provided in Article VI Section 5. A full-time faculty member can voluntarily choose to teach their twenty one (21) credits over the Academic Year (Fall, Spring and Summer Sessions) provided availability of classes.

The College will make every effort to avoid assigning four (4) classes with a 38 student cap to an individual faculty member in a semester.

Faculty members who are not teaching over the summer have limited service obligations during the summer, including committee or task force meetings; ongoing committee or Departmental work related to curriculum development or assessment; recruitment activities and/or other duties as determined by the Academic Vice President/Dean.

Department Chairs will handle their traditional duties and other workload requirements during the summer as necessary, and will keep the College informed of their whereabouts during the summer.

For Graduate Program Directors, the academic year will be twelve (12) months and the regular work-week will be five (5) days per week.

b. Full-time faculty who voluntarily choose to teach an overload will be compensated at the adjunct salary rate commensurate with their rank. A full-time faculty member who agrees to teach an overload as a result of an emergency will have the option of receiving the commensurate adjunct salary or reducing the overload credits out of the next semester's load equal to the amount of the overload credits in the previous semester, provided that the annual load is twenty one (21).

VI.5. As of academic year 2010/2011, full-time tenured faculty members may voluntarily chose to have a part-time load for no more than two (2) years total. After this limit is exceeded, the faculty must return to full-time teaching or lose her/his full-time status and be compensated at the adjunct rate. As of academic year 2010/11, no tenured faculty members may choose permanent part-time status other than those who were in the status in academic year 2009/10. Faculty choosing to drop below a .600 load will not be eligible for employee benefits. Tenured part-time faculty are expected to participate in the full life of the College including active participation on College committees.

VI.6. The College will schedule teaching assignments with the needs of the students, programs, and the College as its primary considerations. The College will make every effort to be mindful of the preferences of faculty in scheduling matters. In consultation with Department faculty, the Department Chairs and the Graduate Program Directors shall recommend to the Academic Vice President/Dean faculty assignments to courses. The Department Chairs will

meet with the Academic Vice President/Dean to discuss recommendations regarding faculty assignment and course schedules. The Academic Vice President/Dean reserves the right to make final determinations in all matters pertaining to schedule.

Faculty members may be scheduled to teach based on the programming needs of the College. The Academic Vice President/Dean's determination in all matters pertaining to schedule are not subject to the grievance procedure.

An individual faculty member with special needs in scheduling may request consideration in writing to the Department Chair or Graduate Program Director, who will give her/his recommendation to the Academic Vice President/Dean. The decision concerning such adjustments will be made by the Academic Vice President/Dean and will be communicated in writing to the Department Chair or Graduate Program Director, who will relay it to the faculty member.

VI.7.

a. Based on the needs of the program and the College, current, qualified and eligible adjunct faculty with 2 years of FTE teaching shall be given first consideration in the hiring process for the classes not taught by full-time faculty. Adjunct faculty hiring recommendations made by the Department Chair/Graduate Program Director must be approved by the Academic Vice President/Dean.

b. Present qualified faculty members including full-time, and tenured part-time and adjunct faculty with two (2) FTE years of teaching shall be given first consideration in the hiring process by Continuing Education in the Summer Art and Design Institute program provided they are qualified to teach the courses offered and have the approval of their Department Chair, Graduate Program Director and the Academic Vice President/Dean. MOORE will inform and consult with the appropriate Department Chairperson or Graduate Program Director. Hours taught in the Continuing Education do not count toward seniority or accrual of FTE years service.

VI.8. All studio courses shall have a minimum "1.667 faculty contact hours to one (1) credit hour ratio." All lecture courses shall have a "one (1) faculty contact hour to one (1) credit hour ratio." Lecture courses are defined as those classes, which carry a ratio of one faculty contact hour to one credit hour, whether labeled "academic", "lecture" or "seminar".

a. The compensation for an adjunct faculty member teaching hybrid courses that are part studio and part lecture courses will be determined by the number of studio versus lecture credits. The instruction contact hours for these hybrid courses will be determined by the number of credits within the course that are taught by lecture and in a studio format.

VI.9. Substitute Teaching in Case of Illness

a. The College will pay for substitutes for adjuncts who miss class due to illness. The adjunct member's salary will be reduced for the class(es) missed. Full-time and adjunct faculty teaching in a degree program may fill in as a substitute for adjunct faculty at the

substitute rate for a Professor/Adjunct 4. Other faculty may fill in as a substitute for adjunct faculty at the rate commensurate with their rank. The College may, in its discretion, change these rates:

Professor	\$35.00/hour	Adjunct 4	\$35.00/hour
Associate Professor	\$31.00/hour	Adjunct 3	\$31.00/hour
Assistant Professor	\$27.00/hour	Adjunct 2	\$27.00/hour
Instructor	\$23.00/hour	Adjunct 1	\$23.00/hour

b. The College will not deduct a sick day from any full-time faculty member who calls in sick and then verifies that he/she made up the class time and content. Adjunct faculty members who fail to complete the absence form verifying that the course time and content was made up by the end of the semester for which they were absent will have their salary reduced for the classes they missed. Likewise, a full-time faculty member who fails to complete the absence form verifying that the course time and content was made up by the end of the semester during which he/she was absent will have sick days charged to him/her for the time missed. Absence forms verifying how a class was made up will be submitted by the last teaching day of the semester.

VI.10. Travel Classes

a. A faculty member teaching a credit travel class or leading a non-credit travel class or trip which is being organized through MOORE will receive a coordinator's fee of \$500.

b. The College will pay all necessary travel, lodging and meal expenses associated with teaching a travel-credit class, non-credit travel trip and/or international graduate residency pursuant to Section VI of MOORE's Financial Policies and Procedures relating to Travel ("Travel Policy"). This includes lodging and meal expenses incurred due to travel delays beyond the faculty member's control. If practicable, the College will arrange and pay in advance all necessary travel, lodging, travel insurance and international cell phone expenses for the faculty member. Where such advance payment is not practicable, the College will provide the faculty member with an advance to cover these costs at least one week before the departure date. Faculty meal expenses will be reimbursed pursuant to the Travel Policy.

c. If a faculty member traveling abroad for the College is prevented from returning home on the planned date by external circumstances beyond the faculty member's control, the faculty member shall notify the Academic Vice President/Dean as soon as possible. The College will undertake all reasonable efforts to find alternatives to enable the faculty member to return as expeditiously as possible. In the event that these efforts do not enable the faculty member to return home within five (5) days of the planned return date, the College will pay the faculty member for the additional time caused by the delay at the rate of \$200 per day for each day of delay beyond the first five, assuming the faculty member would otherwise have been able to work, up to a maximum of five (5) days. For purposes of this paragraph, "external circumstances beyond the faculty member's control" shall be understood to include

circumstances such as disruption in transportation services (due to, for example, transit strikes, accidents, or acts of God), terrorist attacks and other security threats, or student emergencies.

d. In the event that the faculty member becomes aware of a student or faculty emergency, he or she shall notify the primary contact at MOORE as soon as possible. The College will provide the faculty member with primary contacts at MOORE for the duration of the travel program.

VI.11. The following are the five (5) BFA Departments (and majors), as of the date of the execution of this Agreement, with three (3) of the five (5) BFA Departments encompassing more than one major: Liberal Arts; Foundation; Design Arts (which includes Fashion Design and Interior Design); Communication Arts (which includes Graphic Design and Illustration); and Time/Motion Arts (which includes Film, Animation and Game arts, and Photography). The two (2) Graduate Departments (and programs) are Art Education (which also include Undergraduate and Post-baccalaureate Art Education), and Fine and Socially Engaged Art (which also includes Undergraduate Fine Art). The Administration will seek recommendations from the Academic Council in determining the BFA Departments. The Administration will seek recommendations from the Graduate Council in determining the Graduate Departments. The Administration has the right, in consultation with Academic Council and/or Graduate Council, to reorganize or further reduce or increase the Departments, including the right to combine graduate or undergraduate programs within a given Department.

VI.12. Department Chairs shall be full-time faculty, and shall have release time equivalent to six (6) credits annually. Three (3) credits of release time shall be taken in the fall semester, and three (3) credits of release time shall be taken in the spring semester.

VI.13. The Academic Vice President/Dean will consult with the appropriate Department(s) and appoint the chairperson of that Department and program heads with the mutual understanding between the Dean and the faculty that it is in the best interest of the College for a Chair and a Program Head to be appointed who can work well with both the administration and the faculty. Evaluating performance and removing the Department Chair or Program Head are the prerogative of the Academic Vice President/Dean in consultation with the Department.

VI.14. Graduate Program Directors shall be considered "full-time faculty" as defined in this Agreement, except that they shall serve on 1-year renewable contracts. The academic and work year for a Graduate Program Director will be twelve (12) months and the regular work week for Graduate Program Directors will be five (5) days per week. Graduate Program Directors will teach no fewer than twelve (12) credits per academic year. Graduate Program Directors will annually accrue one year of seniority based on their most recent date of hire into the bargaining unit. Graduate Program Directors will be eligible for promotion in rank but with no increase in pay.

VI.15. Program Heads shall be appointed by the Academic Dean in consultation with the appropriate department(s) to provide assistance with information and expertise on the program or major to the Department Chair in matters related to programs or majors as outlined in

Addendum H. Program Heads will be full-time faculty unless the Academic Dean determines there is not an appropriate candidate amongst the current full-time faculty.

VI.16. MOORE shall provide safe and healthful working and teaching conditions. MOORE will take all appropriate action to protect all members of the MOORE community, including faculty, from any threats, harassment or violence. Faculty have the right to remove students from their classrooms who disrupt the teaching environment.

VI.17. MOORE agrees to cooperate with the efforts of any faculty member in securing any state or federal funding of programs beneficial to MOORE.

VI.18. Release time may be granted to faculty members for special projects, temporary task forces, computer training courses, special curriculum development and faculty members tasked with writing academic program reviews. This release time will be granted on a semester to semester basis, with the full knowledge of the MFT. Such release time is discretionary and may be based on the recommendation of the Department Chair, Graduate Program Director, or Academic Vice President/Dean. Further, all release time must be approved by the Department Chair/Graduate Program Director and the Academic Vice President/Dean.

Release time from teaching may be granted to faculty members for scholarly work or professional activity. These include confirmed participation in juried or curated one-person exhibition or major group exhibition; vetted, edited, or referred book contract or peer-reviewed publication; contractual work and commissions; or advancing pedagogical innovation and curriculum guides for the field. The project or work should include evidence of how it advances or contributes to a discipline or general knowledge; demonstrates a faculty member's continuing professional growth and involvement, as well as contributions and leadership in a field. A written proposal shall be submitted by February 15th to the Faculty Development Committee which will review applications and forward a list of recommendations to the Academic Vice President/Dean for the following academic year. The deadline for requesting a reduced load for academic year 2017/18 will be extended based on the signing date of the collective bargaining agreement. Faculty may apply for either 1 or 2 semesters of one course release time. The release time will be granted by the President of the College with the recommendation of the Faculty Development Committee and the Academic Vice President/Dean.

A total of 18 credits will be available for scholarly work or professional activity release time in each academic year, with a range of 6-12 credits for junior faculty and a range of 6-12 credits for senior faculty not to exceed 18 credits in an academic year. Any unawarded scholarly work or professional activity release time will be carried over to the following academic year.

ARTICLE VII LEAVES AND GRANTS

VII.1. Sabbatical leaves may be granted to full-time tenured, part-time tenured or term-contract faculty members for a period of one (1) semester or one (1) academic year to perform a specific project submitted for approval to the Faculty Development Committee. Recommendations for such sabbaticals are made to the Academic Vice President/Dean who

makes a recommendation to the President. The Board of Managers makes final approvals of sabbatical leaves. Recommendations with supporting documentation concerning the project must be submitted to the Faculty Development Committee by October 1 in the year prior to the academic year in which the faculty member is seeking the sabbatical, and then by November 1 from the Committee to the Academic Vice President/Dean, who will make a recommendation to the President by November 15. A decision will be made at the December meeting of the Board of Managers.

- a. If sabbatical leave is granted, such faculty will receive the equivalent of one-half (1/2) of their annual salary for one (1) year sabbatical or one-half (1/2) of their annual salary for a half-year sabbatical (i.e., a year at half-pay, or a semester at full pay). All benefits will remain in force during the period of the sabbatical.
- b. Faculty will be eligible for their first sabbatical leave after completing their 6th FTE year of teaching and thereafter following the completion of each six (6) FTE years of service.
- c. The granting of sabbatical leaves is contingent upon MOORE not being disrupted on a Department or College-wide basis by the absence of particular faculty members and contingent upon financial considerations.
- d. Any full-time faculty member who takes a sabbatical will continue to accrue seniority and will be returned to the rank, salary and fringe benefits he/she would have attained if in actual service.
- e. Following a sabbatical, a faculty member must return to the College for one (1) year and resume teaching duties minimally at the load (full-time or part-time) on which their sabbatical was based. A faculty member who does not return to the College must repay their salary and associated benefit costs while on sabbatical.
- f. Graduate Program Directors are not eligible to receive sabbaticals.

VII.2. Faculty Development Grants may be awarded to full-time, tenured part-time, and visiting and adjunct faculty with two (2) FTE years of teaching for a specific project submitted to the Faculty Development Committee, then submitted to the Academic Vice President/Dean for final approval and shall be funded through an appropriation of \$6,000 for each year. Graduate Program Directors are not eligible to receive faculty development grants.

- a. The time-frame for Faculty Development Projects is May 15th of the current year, to May 15th of the following year.
- b. All unawarded Faculty Development funds in a given year shall be carried over to the next academic year.

VII.3. A faculty member awarded a grant or sabbatical shall credit MOORE for support in cases where exhibitions, shows, publications, catalogues and other publicity result directly or indirectly from such grant or sabbatical. A final report and presentation detailing the grant project or sabbatical activity will be submitted by the recipient in the first semester following

completion of the grant project or sabbatical leave, or as soon thereafter as possible, and shall be addressed to the Academic Vice President/Dean with a copy to the Faculty Development Committee. A faculty member who does not submit a final report and presentation will not be eligible for a further grant with leave or sabbatical leave, unless an extension is granted by the Academic Vice President/Dean. Faculty members will be reimbursed for qualifying expenses related to their Faculty Development Grant after successfully completing their development project, and receiving approval of their receipts and final report.

VII.4. Military leave shall be granted to any faculty member who serves in the Armed Forces of the United States as required by law.

a. Leave for peace work in equal duration to or less than the time for military leave as required by law will be granted to full-time or part-time tenured faculty members who have been certified as conscientious objectors under the Military Selective Service Act or who give proof of intent to work with organizations such as the Brethren Service Committee, the Mennonites Central Committee, the American Friends Service Committee, or any other agencies recognized by the U.S. Government as agencies suitable for the performance of alternative service.

VII.5. Bereavement leave shall be granted in the event that a full-time or tenured part-time faculty member suffers a death in her/his immediate family. Said leave shall consist of seven (7) consecutive calendar days with no loss of pay or other penalty. "Immediate family" shall be defined as a parent, spouse or domestic partner, child, brother or sister of the faculty member or the faculty member's spouse or domestic partner. Bereavement leave may be granted in other special circumstances with the approval of the Academic Vice President/Dean.

VII.6. Jury or court appearances shall be granted to any faculty member who is scheduled for jury duty or for whom it is otherwise necessary to appear before any governmental agency, without loss of pay or other penalty. MOORE shall pay the faculty member the difference between pay received for said duties and the faculty member's salary.

VII.7. Leave necessitated by pregnancy or childbirth is considered disability and is thus covered under the Section of the Agreement dealing with Sick Pay and Disability Benefits. Leave shall be granted to any full-time faculty member who desires to be absent because of pregnancy or because of parental duties under the following conditions:

a. A full-time faculty member may apply (twice during her/his employment at MOORE) for parental leave, only in order to care for infant children and such leave will not be used to obtain employment elsewhere. Such parental leave will be without pay or benefits and shall begin at the beginning of any segment of the academic year in which the leave is to begin. Except for non-renewal purposes, said faculty member shall be returned to the same rank and at the same salary, fringe benefits and seniority level which would have been attained had she/he been employed during such leave, provided that such return occurs at the beginning of any segment of the academic year, and providing further, that the faculty member shall return within eighteen (18) months from the beginning of such leave.

b. At the request of the faculty member, MOORE shall continue all benefits at the expense of the faculty member for the period of said leave.

c. Said faculty member must notify the Academic Vice President/Dean in writing by February 15 if the faculty member intends to be returned to service at MOORE in the Fall semester and September 30 if the faculty member intends to be returned to service in the Spring semester.

VII.8. All employees covered by this Agreement who are eligible for benefits under the federal Family and Medical Leave Act (those working at a covered location, for at least twelve (12) months and for at least twelve hundred and fifty (1,250) hours during the twelve (12) months prior to any leave request) shall be entitled to up to twelve (12) weeks of unpaid family leave for the birth or placement of a child for adoption or foster care; to care for an immediate family member (spouse, child, parent) with a serious health condition (as defined in the Act); or when the employee is unable to work because of a serious health condition (as defined in the Act). Such leave may be taken consecutively or, under certain conditions, intermittently. MOORE shall designate any such leave as Family and Medical Leave Act leave. Either MOORE or the employee may choose to require the use of accrued paid leave to cover some or all of the otherwise unpaid Family and Medical Leave Act leave. Employees shall be subject to the notice and medical certification provisions of the Act. The parties and all covered employees agree also that they will abide by all other provisions of the Family and Medical Leave Act, including those not specifically stated here.

VII.9. Professional leaves and absences shall be granted to full-time and adjunct faculty members with two (2) FTE years of service to attend professional meetings and other similar professional activities without loss of pay or other penalty, provided the Academic Vice President/Dean approves said leave. The faculty member in consultation with his/her Department Chair or Graduate Program Director must make provisions for his/her classes. MOORE will make a good-faith effort to support the travel expenses at least in part.

VII.10. Subject to approval of the Administration of MOORE, a leave of absence without pay for a maximum of one (1) year period may be taken by any tenured or 5-year contract faculty member requesting such leave. Approval of the Administration shall not be unreasonably withheld, but due regard will be given to the number of other faculty members requesting such leave and will be contingent on MOORE not being disrupted on a Departmental or College-wide basis by the absence of particular faculty members.

a. MOORE shall continue all benefits at the expense of the faculty member during the period of such a leave of absence. Time spent on such leave shall not be counted toward advancement in rank, advancement in salary schedule or seniority. A leave may be for one (1) full academic year or a semester and a faculty member who is granted such leave shall not be entitled to another leave during the life of this Agreement.

b. A faculty member requesting such leave shall give written notice of such request by February 15th prior to the academic year in which such a leave is requested. Notice of return at the end of such leave shall be given by March 15th of the period in which the leave takes place for return for the following Fall semester. An exception may, solely at the College's

discretion, be made for a faculty member requesting a leave of absence who receives a significant academic grant or award who must notify the College of such request no later than April 15th.

VII.11. Each full-time tenured or term-contract faculty member will be entitled to two (2) days personal leave annually. Tenured part-time faculty members leave will be one (1) day annually. Graduate Program Directors will receive three (3) personal days per academic year.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

VIII.1. Sick leave days may be accumulated by full-time faculty members at the rate of three (3) per academic year up to a maximum cap of eighteen (18) days for full-time faculty. As of September 1, 2004, faculty who have accrued more than eighteen (18) sick days up to a maximum of thirty (30) days will cease to accrue additional sick days until such a time that their sick days are used and the number of their accrued days drop below the cap of eighteen (18). Faculty who as of September 1, 2004, have less than eighteen (18) sick days would accrue three (3) additional days up to the cap of eighteen (18). Newly hired faculty as of the start of this contract will accrue at the rate of three (3) sick days a year with the maximum cap of eighteen (18). Sick leave days will be pro-rated for tenured part-time faculty in terms of accrual. Sick days will be counted at three (3) days a week. If the faculty member is enrolled in the long-term disability plan, upon exhaustion of accrued sick leave, and with proper medical certification of continuing disability, the College would then pay 80% of earnings until the earlier of recovery or the ninety (90) calendar days of continuing disability has elapsed. The utilization of the accrued sick days and short-term disability run concurrently. If after ninety (90) calendar days, the disability continues, the long-term disability plan coverage provides benefits as stated in the plan. Graduate Program Directors will receive ten (10) sick days per academic year and may accrue sick days up to a maximum of thirty (30) sick days.

VIII.2. Graduate Program Directors will receive twenty (20) days of vacation leave per academic year. All vacation days must be approved in advance by the Academic Vice President/Dean. Graduate Program Directors will also receive all paid holidays available to College Administration and Staff.

VIII.3. MOORE will provide health care coverage for all full-time (tenured, term-contract and 1-year visiting) and part-time tenured faculty members who have an academic load of .600 or greater. The College will pay the lesser of \$582 per month or the cost of single employee HMO health insurance in academic year 2020/21; in academic year 2021/22 the College will pay the lesser of the cost of single employee HMO health insurance or \$599 per month; in academic year 2022/23 the College will pay the lesser of the cost of single employee HMO health insurance or \$617 per month; and in academic year 2023/24 the College will pay the lesser of single employee HMO health insurance or \$636 per month for full-time faculty. The premium cost will be prorated for faculty choosing to teach a reduced load. Those faculty members hired for one semester only will not be eligible for coverage. The Administration will notify the MFT in writing prior to changing companies and/or plans.

VIII.4. MOORE will pay for Long-Term Disability and Group Life Insurance for full-time tenured or term-contract and tenured part-time faculty members whose load is .600 or greater in their second semester and who have an average yearly academic load of .600. Those faculty members hired for one semester only will not be eligible for coverage. Faculty choosing to teach a reduced load will be required to contribute a percentage of cost equal to their load reduction.

a. MOORE will hold the position of a faculty member on Long-Term Disability for that faculty member for a period of two (2) years.

VIII.5. MOORE will provide a medical expense reimbursement plan for all full-time and tenured part-time faculty members who are eligible for health benefits' coverage. This will be extended to all family members covered by the full-time faculty member's health plan up to a maximum of \$250 in total. The plan year will run from June 1 – May 31. Eligible expenses are those that are normally excluded under the medical or dental plan.

VIII.6. In addition to the coverage described in Article VII.2, MOORE will provide dental coverage for all full-time (tenured, term-contract and one-year visiting) and tenured part-time faculty members whose load is over .600 in their second semester and whose yearly load averages .600. The College will pay the lesser of \$62 or the cost of single employee dental insurance per month in academic year 2020/21, in academic year 2021/22 the College will pay the lesser of \$64 or the cost of single employee dental insurance per month, in academic year 2022/23 the College will pay the lesser of \$66 or the cost of single employee dental insurance per month; in academic year 2023/24 the College will pay the lesser of \$68 or the cost of single employee dental insurance per month; faculty who so choose may enroll family members at their own expense. The premium cost will be prorated for faculty choosing to teach a reduced load.

VIII.7. MOORE shall provide each faculty member with an updated booklet delineating all Health and Welfare benefits.

VIII.8. All full-time and tenured part-time faculty members whose load is .600 or more at the completion of six (6) months of employment at MOORE, are eligible to participate in the TIAA-CREF Retirement Plan on the first day of the month following the anniversary of six (6) months employment. If a faculty member has been enrolled in the TIAA-CREF plan prior to his/her employment at MOORE, he/she is eligible to enroll in the plan immediately upon employment. The College will contribute an amount equal to five percent (5%) of the faculty member's annual salary to an annuity written by Teachers Insurance and Annuity Association of New York and the faculty member will contribute five percent (5%) of annual salary through payroll reduction.

VIII.9. Early retirement plans may be devised through agreement between the individual faculty member and the President of MOORE, with the approval of the faculty member, the MFT and the Board of Managers and Trustees. Any request for early retirement must be initiated by a letter of intent from an individual faculty member, which must be received by the President of MOORE or his/her designee no later than November 1 of any academic year, with a copy sent to the MFT. The parties shall have until March 1st of that

academic year to decide on whether an individual request should be granted. In no way does past practice serve as a precedent in determining the terms of any early retirement plan. Granting of early retirement is a budgetary matter and is contingent upon the fiscal health of the institution.

VIII.10. Without detracting from or adding to the existing rights and obligations of the parties recognized in other provisions of the Agreement, MOORE and the MFT agree to cooperate to encourage faculty members afflicted with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation.

VIII.11. MOORE will pay one-half the cost of a state licensed day care program up to a maximum of \$340 per semester and up to \$680 per academic year per dependent child through the age of four for full-time faculty.

VIII.12. Current full-time faculty shall be entitled to a waiver of tuition and fees (except for course related materials fees and/or lab fees) for studies taken at MOORE themselves provided such studies do not interfere with the faculty member's scheduled duties; female spouses of faculty members and/or female children of full-time and tenured part-time faculty members shall also be entitled to a waiver of tuition for studies at MOORE, provided that courses meet college cut-off requirements and class space is available, and such authority in no way jeopardizes the legal and corporate status of MOORE.

Current full-time faculty and their dependents shall be entitled to a waiver of tuition (except for course related materials fees and/or lab fees) for continuing education classes after 6 months of service.

ARTICLE IX PERSONNEL RECORDS

IX.1. Basic documents to be found in each faculty member's file are as follows:

- a. Letters of application (originals).
- b. Appointment and acceptance letters (originals).
- c. Personal data information (date of birth, marital status, race, sex, etc.).
- d. Documents pertaining to salary and status changes.
- e. FTE/ seniority and leaves data.
- f. Performance reviews/evaluations, not including student evaluations.
- g. Professional activity information and materials.
- h. Up-to-date resume including additional degrees, education, and training.
- i. Other - as determined by appropriate authorities or policy or law.

IX.2. This file is for intra-college use only and is available on a need-to-know basis only.

IX.3. The official personnel file will be kept in strictest confidence and will be available for confidential use. However, for a valid reason, the faculty member may authorize (in writing) access to his or her file.

IX.4. Faculty personnel files may not be removed under any circumstances from the Office of the Academic Vice President/Dean.

IX.5. The faculty member shall have access to review her/his file at any time by request to the Academic Vice President/Dean.

IX.6. The faculty member shall receive and be required to acknowledge receipt of a copy of any derogatory material being placed in her/his file with the right to have included in the file a written reply to such material except for student complaints which need not be disclosed until such time as the student is completely free of any possibility of retribution. The College reserves the right to withhold the name of the student if she/he is not free of possible retribution. Redacted copies of student complaints, which are to be used in the above stated action, must be provided to the MFT and the faculty grievant at the time that MOORE notifies the faculty member of the imposition of such action.

IX.7. The faculty member shall have the responsibility of providing MOORE with any material that she/he believes to be beneficial and wishes to be placed in the file. Each faculty member shall also have the obligation to update on a yearly basis her/his resume.

IX.8. Only material in the official file concerning past events may be used against the faculty member in a job action. Any material relating to a current event maybe used so long as it is disclosed during the grievance procedure.

IX.9. The faculty may challenge any material in her/his file through the grievance procedure up to but excluding arbitration. The President's decision will be final and binding.

IX.10. MOORE is not required to make confidential pre-employment material available to the faculty member.

ARTICLE X GRIEVANCE PROCEDURE

X.1. A grievance is defined to be an allegation of any difference regarding wages, hours and working conditions between the parties hereto, between MOORE and any faculty member covered by this working Agreement or with respect to any policy or practice directly affecting said wages, hours or working conditions that arises subsequent to the signing of this Agreement, or that arises from the terms and conditions of this Agreement.

X.2. Procedure:

a. PRE-STEP: The grievant shall make every effort to resolve a grievance informally.

b. STEP A: If the grievance is not satisfactorily resolved in the PRE-STEP, the grievant may pursue his grievance further, provided it is reduced to writing and submitted to the Academic Vice President/Dean or his/her designated representative within twenty-one (21) calendar days of the date when the aggrieved faculty member knew or reasonably should have known of the act of occurrence giving rise to the grievance. The written grievance shall specify the exact nature of the grievance, including the specific conduct or occurrence giving rise to the grievance, as well as the specific section or sections of the contract alleged to be violated. Failure to follow the specification provisions of this section will result in the grievance being dismissed as "without merit."

The Academic Vice President/Dean or her designated representative will make written disposition of the grievance, said disposition to contain explanation for the disposition, copy to the grievant and the MFT, within twenty-one (21) calendar days of the receipt of said grievance. During this twenty-one (21) calendar day period, a meeting of the grievant shall be scheduled unless agreed to the contrary by all concerned. Failure of the parties to schedule such meeting will not waive the obligation for written disposition of the grievance by the Academic Vice President/Dean with twenty-one (21) calendar days unless mutually agreed to waive.

c. STEP B: In the event the matter is not satisfactorily resolved at Step A, the grievance may be appealed in writing by the grievant to the President within seven (7) calendar days after the disposition in Step A. The President or her designee shall, within twenty-one (21) calendar days of the receipt of the grievance schedule a meeting for discussion of said grievance. This meeting shall be scheduled within twenty-one (21) calendar days unless agreed to the contrary by all concerned. Within seven (7) calendar days following said meeting, or within seven (7) calendar days following an agreement by all concerned to waive said meeting, the decision of the President shall be communicated in writing to the aggrieved faculty member and the MFT.

d. STEP C: For those grievances subject to arbitration, if the grievance is not suitably resolved at Step B, the MFT may, within twenty-one (21) calendar days after receipt of the written decision, submit the matter to the American Arbitration Association (AAA) for binding arbitration under that Association's rules. The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to interpretation or application of specific provisions of the Agreement and to grievances, as set forth in Section 1 of the Article, processed through the grievance procedure. The arbitrator shall have no authority to alter, amend, or modify this Agreement, either directly or by implication. Binding arbitration is reserved for tenured and 5-year term contract faculty members only.

The time limits at any step of this procedure may be extended by mutual agreement in writing by the MFT and the College.

X.3. The arbitrator's fees and those of the AAA shall be shared equally by the MFT and MOORE, but each shall bear its own costs of presenting its case to the arbitrator.

X.4. The grievant may be represented by the MFT at any step of the grievance procedure. Bargaining unit members shall have the right to have an available representative in any meeting in which the member faces potential discipline.

X.5. Either the MFT or a faculty member may lodge a grievance. However, if both the faculty member and the MFT file a grievance arising out of the same transaction, both grievances will be treated as one grievance, and they may not be pursued separately.

X.6. Failure to communicate a decision at any step of this procedure within the specified time limits for doing so shall permit it to be advanced to the next step of the procedure. An e-mail (or letter) sent with a receipt confirmation (or by certified mail) to the last known e-mail address (or postal address) of any party shall be deemed sufficient notice within the meaning of this Article. The "last known" e-mail or postal address will be the address on file in the Academic Vice President/Dean's Office.

X.7. Conferences and hearings held under this grievance procedure shall be scheduled at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present, including witnesses, to attend.

X.8. A grievant must comply with the time limits specified herein or the grievance will not be considered.

ARTICLE XI SALARY

XI.1. Faculty (ranked and adjunct; studio and lecture) charts of faculty salary scale is shown in Addendum E.

a. Faculty salaries for the contract of September 2020-August 2024 will be as follows:

- In the 2020/21 academic year all full-time faculty will receive a \$5,000 across the board increase.
- In the 2021/22 academic year all full-time faculty will receive a 1.6% across the board increase.
- In the 2022/23 academic year all full-time faculty will receive a 1.6% across the board increase.
- In the 2023/24 academic year all full-time faculty will receive a 1.6% across the board increase.

b. Studio Art adjunct faculty will receive a 1.0% across the board increase in academic year 2020/21, 1.0% across the board increase in academic year 2021/22, 1.0% across the board increase in academic year 2022/2023 and 1.0% across the board increase in academic year 2023/24. Liberal Art adjunct faculty will receive a 2.0% across the board increase in

academic year 2020/21, 2.0% across the board increase in academic year 2021/22, 2.0% across the board increase in academic year 2022/23 and 2.0% across the board increase in academic year 2023/24.

c. For the term of the contract, current BFA faculty teaching in Continuing Education will continue to be paid no less than \$35 per contract hour.

d. The College agrees that the minimum salary for Graduate Program Directors will be \$75,000 for each academic year.

XI.2. During the term of this contract all full-time tenured, term-contract and visiting faculty, and part-time tenured faculty are eligible to annually apply for merit. Merit guidelines are shown in Addendum F.

a. All tenured, term-contract and visiting faculty, and part-time tenured and term-contract faculty will be eligible to apply for merit in each year of this agreement. The merit pool will be as follows for the next four (4) academic years:

- In the academic year 2020/21 – 1% of total full-time base salaries
- In the academic year 2021/22 – 1% of total full-time base salaries
- In the academic year 2022/23 – 1% of total full-time base salaries
- In the academic year 2023/24 – 1% of total full-time base salaries

XI.3. Department Chairs shall receive a stipend of \$5,000 for the academic year.

XI.4. Program Heads shall receive a stipend of \$3,500 for each academic year.

XI.5. Full-time tenured, term-contract and visiting faculty members with a 1-year appointment may have the option of receiving their salaries paid on either a ten (10) or twelve (12) month payment basis.

ARTICLE XII

ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

XII.1. All faculty members shall have full freedom in research and in the publication of the results except as limited by any laws or copyright rules or regulations.

XII.2. Except as otherwise provided in this section, all works of authorship and tangible media created by faculty in connection with the development of a course (whether face-to-face course, online course, or hybrid course), including but not limited to, course syllabi, assignments, tests, course notes, lectures and lecture notes, interactive media, computer programs, Web pages and other digital materials, course plans, curricula, bibliographies, video, audio and audio-video recordings, and other similar materials, shall be owned exclusively by their faculty author. Likewise, all scholarly and creative works authored, created and/or prepared by the faculty member remains the property of the faculty member.

The above shall not apply to work created at the specific request of MOORE (e.g., materials created specifically for use in MOORE publications or promotional materials as requested by MOORE) or work created as part of the faculty member's administrative functions such as grading coursework, preparing evaluations, materials prepared for MOORE committees and the like. Additionally, Moore shall have the perpetual, royalty-free right, with or without the faculty member's permission, to reproduce, perform, distribute, display, or otherwise use such course-related materials as are required for accreditation purposes, or for other non-commercial and non-educational purposes, such as use in support of scholarship, research, exhibition, archiving, development, alumni relations and promotion of MOORE and its activities generally.

Under no circumstances shall MOORE enable another faculty member or third party to reuse a faculty member's materials in teaching a class without permission, nor share such materials for such purposes without express written permission of said faculty member, except as may be required in the limited circumstance where a faculty member is unable to complete a term and a substitute faculty member must finish teaching the course in their absence.

XII.3. All faculty members are entitled to freedom of discussion in the classroom provided the discussion is relevant to the course.

XII.4. Apart from her/his relationship with MOORE, when a faculty member speaks or writes as a citizen, or exercises her/his legal or constitutional rights, she/he shall be free from institutional censorship or discipline.

XII.5. There shall be no censorship of library collections.

XII.6. There shall be no censorship of the content of faculty artwork or scholarly activity.

ARTICLE XIII SEPARABILITY

In the event that any provisions of this Agreement is, or shall be at any time be held to be contrary to law, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) days after the voiding of the provisions, the parties shall meet and negotiate a substitute provision.

ARTICLE XIV HEADINGS

Any heading preceding the text of the several Articles hereof, are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE XV COLLEGE CALENDAR

XV.1. Any changes in the college calendar will be discussed with the MFT. Copies of the calendar for the next academic year will be distributed to the Faculty by Commencement.

XV.2. Two scheduled faculty meetings will be held with the administration in each semester. Additional meetings may be called at the discretion of the President, the Academic Vice President/Dean or at the request of the majority of the full-time faculty.

ARTICLE XVI MANAGEMENT RIGHTS

XVI.1. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the College for the entire management, control and conduct of the instructional, administrative and financial affairs of the College.

XVI.2. The College shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the College, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

XVI.3. The management administration and control of the College's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons; the maintenance of discipline, order and efficiency; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; to subcontract all or any portion of its operation (provided that if the College proposes to subcontract bargaining unit work, the MFT is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) days following the initial notice to the MFT) and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the College, provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the bargaining unit.

XVI.4. The College will not subcontract out entire departments during the term of this contract.

XVI.5. The above enumeration of management rights is not exhaustive and does not exclude other management rights, not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the College. The parties recognize that none of the management rights enumerated above or any other management rights shall be the subject of bargaining or grievances.

XVI.6. The rights of management are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

XVI.7. The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate in the formulation and recommendation of educational policy within the College and its schools and colleges, as approved by Moore and its Board of Trustees.

ARTICLE XVII INSTITUTIONAL PARTICIPATION

In all matters relating to education concerning hiring, promoting or determining rank, and evaluation of portfolios for admission of students (excluding questions relating to the admission of any individual students), faculty members will be consulted. The committee structure including specifying the standing committees and the Ad Hoc Committees including taskforce assignments for the four (4) years of this contract, will be determined by the Academic Vice President/Dean in consultation with the President of the College and the President of the MFT.

ARTICLE XVIII AGREEMENTS AGAINST STRIKES AND LOCKOUTS

The MFT will not call, cause or sanction, nor will neither the members of the MFT engage in any strike, sympathy strike or work stoppage, nor will MOORE authorize or in any way engage in a lockout during the term of this Agreement or any continuation thereof.

ARTICLE XIX TOTALITY OF AGREEMENT

XIX.1. The parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations relating to this Agreement and, therefore, agree that for the term of this Agreement or any continuation thereof, negotiations will not be demanded on any item whether contained herein or not.

XIX.2. The terms and conditions of this Agreement will not be modified, amended or altered in any way unless there is mutual agreement in writing between the MFT and MOORE to modify, amend or alter the terms and conditions.

ARTICLE XX LAYOFF

XX.1. Layoff is defined as a partial or total reduction in normal teaching time. These provisions apply to tenured and term-contract faculty members only. The normal teaching time for each tenured part-time faculty has been determined by mutual agreement between MOORE and MFT and is set as of June 30, 1992.

In the event of a financial exigency, discontinuance or curtailment of academic program or decreasing enrollment at MOORE wherein prudent management would dictate that there be a layoff of one or more tenured faculty members, layoffs may occur. Such layoffs may be appealed through the grievance procedure.

XX.2. In the event the Administration determines that reduction in faculty members will be required, it will take place in the following manner:

- a. An administration-faculty committee consisting of three (3) Administration members and three (3) Faculty members appointed by the MFT shall immediately be convened by the Administration to oversee the layoff process.
- b. If and when a tenured faculty member is threatened with layoff, such tenured faculty member, at the discretion of MOORE will be offered the option of performing work other than teaching where there is a vacancy or a proposed vacancy when MOORE can determine said faculty member possesses qualifications for such work. The determination will not be subject to the grievance procedure but will be solely at the discretion of the administration.
- c. Full-time tenured or term-contract faculty members for whom no classes are still available will have the right to take the class or classes of any other teacher(s) with less seniority provided that the Department Chair or Graduate Program Director and members of the discipline which offers the course approves of her/him teaching the course. Approval will be given on a course-by-course basis, provided that the following approvals are obtained:
 - (1) approval of the Department Chair or Graduate Program Director; and
 - (2) either (a) if there are at least three (3) full-time faculty members in the discipline, approval by a majority vote thereof or (b) otherwise, approval by a majority vote of the full-time faculty members of the relevant Department.

Should the members of the discipline disapprove of a faculty member's teaching a course, the Academic Vice President/Dean(s) and a faculty representative appointed by the MFT shall come to an agreement approving or disapproving of her/him teaching the course. This agreement shall take precedence over the discipline's decision. If the Academic Vice President/Dean and the faculty representative are unable to reach an agreement the issue will be referred to the President for a final and binding decision. If the faculty member is not approved the discipline and/or the Academic Vice President/Dean(s) and the faculty representative must provide written reasons for denying the faculty member the course.

The members of a discipline in this instance are defined as those currently employed faculty members who at any time in the previous three (3) academic years have taught courses offered by that discipline in a non-layoff situation or were hired into the discipline. Discipline is defined to be a branch of knowledge within one of the Departments of the College.

When a faculty member takes over a course in a different discipline through the procedure specified above, that the Department through its normal evaluation procedure may evaluate the course. If the faculty member has never taught the specific course before, such evaluation will be mandatory. If the evaluation warrants it, the members of the discipline may reconsider the question of approval and may withhold approval for subsequent teaching of the course by that faculty member. In such a case, the procedure defined above will be repeated.

“Members of the discipline” will be defined as above, but will not include the faculty member whose right to teach the course is under consideration.

In the event that a full-time faculty member requires credits to fill out his or her schedule, he or she will be entitled to teach no more than two (2) credits of the SAGR600 and SAGR700 Independent Studio Art or Independent Thesis Studio course, so long as he or she is qualified to teach it.

d. Faculty members for whom no classes are available shall be laid off in inverse order of seniority. In this instance, years previously lost toward seniority due to leave of absence or maternity leaves will be counted as years accrued.

e. A faculty member who is threatened by layoff and is found qualified to teach the class or classes taught by an administrator has the right to teach those classes to fill out her/his teaching load. This provision does not apply to the Continuing Education Programs.

XX.3. A faculty member laid off shall be recalled in the reverse order of layoff to fill any vacancy which occurs or new position which is created according to the same procedure described in number two (2) above and provided further that rights of recall will only exist for two (2) years from the time of layoff. It is the obligation of the faculty member to inform the Academic Vice President/Dean of her/his current address. MOORE will be deemed to have fulfilled its obligation of recall if it informs the faculty member by Certified Mail, Return Receipt to the faculty member’s last known address of all course vacancies. When thus informed, the faculty member is obligated to, within five (5) days of receipt of the notice, present her/his application to teach a particular course(s) to the members of the discipline offering the course(s). The members of the discipline will within five (5) days convene and determine if they approve or disapprove of her/him teaching the course(s). Should the members of the discipline disapprove, the Academic Vice President/Dean and a faculty representative, appointed by the MFT, shall come to an agreement approving or disapproving of the faculty member teaching the course(s). This agreement shall take precedence over the discipline’s decision. If the Academic Vice President/Dean and the faculty representative are unable to reach an agreement the issue will be referred to the President for final and binding decision.

a. The faculty member must inform the Academic Vice President/Dean in writing by email (or letter) sent with a receipt confirmation (or by certified mail) to the last known e-mail address (or postal address) of her/his acceptance of the course(s) within ten (10) days of her/his receipt of the offer to teach the course(s) or the faculty member forfeits her/his right to be recalled. The faculty member shall be permitted to fulfill her/his contractual or moral commitment to a position she/he may be holding before being required to report for service, provided that such period shall extend no longer than the end of the academic year during which the recall takes place. In addition, this does not relieve the faculty member of the requirement to notify the Academic Vice President/Dean of the acceptance of the offer within the period and in the manner specified above.

XX.4. No faculty member shall teach more than a full schedule while others are laid off, if such laid off faculty members are willing and found qualified by the Department to teach the additional courses.

XX.5. Upon the request of a laid-off faculty member, and to the extent permissible under the appropriate program, MOORE shall continue all benefits at the expense of the faculty member during the period she/he is on the recall list.

XX.6. Tenured faculty members whose normal teaching load is half-time or more shall receive a notice of partial or total layoff for the Fall semester before the close of the Spring semester or a notice of partial or total layoff for the Spring semester by the close of the Fall semester. In the event such notice is not given, the faculty member shall receive severance pay in the amount of twenty-five percent (25%) of her/his annual salary or twenty-five percent (25%) of her/his prorated share of her/his annual salary for the portion she/he was laid off in the case of partial layoff.

a. In the case of partial layoff of a part-time tenured faculty member, who returns in the following semester with a greater than normal teaching load, the severance pay will be considered a prepayment for the additional hours.

XX.7. MOORE agrees that in utilizing the layoff provision of the Article it will also attempt to effect economies to the extent practicable in every other component of the College. Specific data as to the economies which have been effected will be shared with the faculty.

XX.8. Differences arising between the parties from the implementation of subsections 1 through 6 of this Article, with the exception of sections 2.c. and 3.a. (which differences are not subject to arbitration), may be processed through the grievance procedure of the Collective Bargaining Agreement. However, if a dispute concerning subsections 1 through 6, with the exception of sections 2.c and 3.a., is taken to arbitration, the arbitrator shall only determine if these subsections have been violated in an arbitrary and capricious manner. Differences between the parties arising from the implementation of subsection 7 above shall be resolved in the following manner: The Board will exercise its ultimate authority and responsibility as set forth in the Management's Rights Clause, Article XVI, only after hearing the Faculty position on the matter and the reasons therefore. Such presentation of positions shall be made only to the appropriate Committee of the Board and/or the Board of Managers at the next meeting of the Committee or within thirty-one (31) days after the difference arises, whichever comes first. Notice of intent to request a hearing before the Committee of the Board shall be made to the President who shall schedule the presentation at the next appropriate meeting. The appropriate Committee shall hear the presentation of the Faculty and the Administration and shall render a final binding decision thereon within thirty (30) days.

ARTICLE XXI

COURSE/FACULTY EVALUATIONS

XXI.1. There will be an evaluation of courses and teaching effectiveness completed by students on prescribed forms at the conclusion of each semester of the academic year including summer. Each student will be asked to complete such an evaluation for each course attended.

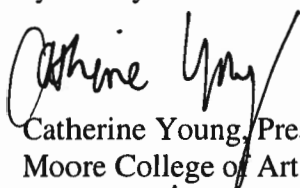
XXI.2. The completed evaluations shall be returned to the Academic Vice President/Dean's office for collation and transcribing comments. The results are given to the

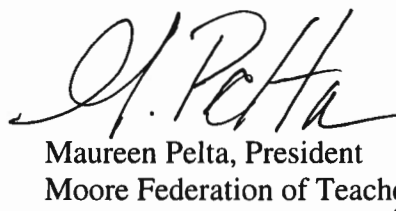
Academic Vice President/Dean with a copy to the individual faculty member and his/her Department Chair or Graduate Program Director. Aggregate results are considered appropriate data for inclusion in evaluations of faculty eligible for merit, promotions and/or contract continuation. The individual components of the course/faculty evaluations are to be used primarily for counseling in order to improve teaching effectiveness.

ARTICLE XXII
TERM OF AGREEMENT

XXII.1. The contract term shall be from September 1, 2020 to August 31, 2024.

XXII.2. Either party may give written notice ninety (90) days prior to the termination of this Agreement or any continuation thereof, indicating intent to negotiate a new agreement. In the absence of such notice, this Agreement shall continue to be in effect from year to year.


Catherine Young, President
Moore College of Art and Design
Date: 11/21/2022


Maureen Pelta, President
Moore Federation of Teachers
Date: 11/21/22

ADDENDUM A: DEFINITIONS

1. Academic Vice President/Dean - The Academic Vice President/Dean of the Faculty and the College.
2. Academic Year - For degree programs, the Academic Year includes the Fall, Spring and Summer terms.
3. Calendar Year - The twelve (12)-month period January - December.
4. Contact Hour - Clock hour or one hour of class in session with a faculty member.
5. Credit Hour - Shall refer to credits earned by students and for computing faculty load or FTE. One credit hour shall equal one class hour for lecture classes. For studio classes one (1) credit hour shall equal 1.667 class hours. Faculty will be compensated based on credits not class hours. The determination of credit hours per course shall be made by the Academic Vice President/Dean. Lecture courses are defined as those classes, which carry a ratio of one faculty contact hour to one credit hour, whether labeled “academic”, “lecture” or “seminar”.
6. Discipline - A branch of knowledge within one of the Departments of the College.
7. Division - The current divisions are Foundations, Liberal Arts, Design and/or Fine Arts at either the undergraduate or graduate level
8. Documentation - In tenure and promotion reviews, documentation shall include but not be limited to materials listed in the Material Submission Guidelines for Tenure and Promotion found in the Addendum as well as all reviews and evaluations of the Candidate.
9. Faculty:
 - Adjunct Faculty - Adjunct faculty are hired on a semester by semester basis and paid by the course.
 - Full-time Faculty - Those who have full-time status as determined at hire or who have been granted full-time status by the Academic Vice President/Dean with the recommendation from the faculty member’s Department.

Part-time Tenured Faculty -	The part-time faculty who have been awarded tenure prior to 6/30/92.
Ranked Faculty -	All Full-Time and Part-Time Tenured Faculty, and Visiting Faculty, who hold the position of Instructor, Assistant Professor, Associate Professor, or Professor.
Term Contract Faculty -	A full-time faculty member hired after August 31, 1995 for a term contract of three (3) or five (5) years, not leading to tenure.
Visiting Faculty -	Those who have been given a regular contract for one (1) year, who will be paid a full-time salary and not by the course.
Faculty Fellow -	<p>A Faculty Fellow is defined as a faculty member with an appointment of one semester full-time or one year full-time with a teaching load of no more than 21 credits per academic year. There will be no more than one (1) Faculty Fellow per semester. Full-time faculty are encouraged to nominate candidates for the Faculty Fellow position.</p> <p>Faculty Fellow teaching in degree programs will adhere to all College academic processes and procedures, including being available for students in their classes, but will not be required to participate on College committees and task forces.</p>
10. Fiscal Year -	July 1 - June 30.
11. FTE -	Full-time equivalence; used to calculate cumulative years of service for faculty and used to calculate faculty eligibility for benefits, promotion and tenure.
12. Layoff -	A partial or total reduction of a tenured or term contract faculty member's normal teaching time.
13. Load -	A decimal amount used to calculate faculty salaries. For example: twelve credits of classes equals 12/21 or .57 of a full-time load. Load multiplied by the full-time base equals actual salary for the academic year, or when divided by two (2) semesters equals actual salary for one semester.
14. Members of a Discipline -	Those currently employed Faculty members, who at any time in the previous three (3) academic years

have taught courses offered by that discipline in a non-layoff situation or who were hired into the discipline.

- 15. Members of a Department - Faculty of a Department, who are currently teaching at the College, and who has taught in the Department within the last two (2) academic years.
- 16. Semester - Begins with the first day of class and continues through the end of the last day of final review/exams.
- 17. Junior Faculty Junior faculty are faculty who have not yet achieved a five year contract, excluding Graduate Program Directors.
- 18. Senior Faculty Senior faculty are those serving on a five year contract.

ADDENDUM B: DEPARTMENT CHAIR DUTIES AND RESPONSIBILITIES

Each department chair shall support the mission of the College and to this end shall exercise leadership in her/his department and shall conduct the routine operation of departmental affairs. Her/his responsibilities shall include but not be limited to:

1. **Budget:**

- In consultation with departmental faculty s/he shall recommend a budget to the Chief Academic Officer/Academic Dean.
- S/he will administer the expenditure of funds budgeted to the department and stay within the final approved operating budget and/or any revisions made during the year.
- Assist in the supervision of academic facilities.
- S/he will attend an annual meeting with the Senior Vice President of Finance and Administration, the Controller and the Chief Academic Officer/Academic Dean to present the department operating budget requests and to present capital budget requests.

2. **Communications:**

- Chair regular department meetings; scheduling, setting the agenda and maintaining records of these meetings.
- Maintain a file of department records.
- Represent the department on Academic Council relaying pertinent information back to the department faculty and thus acting in the capacity of a link between faculty and administration.

3. **Curriculum:**

- In consultation with department faculty, s/he will prepare department objectives and descriptions for the College catalog; responsible for overseeing the implementation of the department curriculum.
- Review the syllabi for all department courses.
- Take a leadership role in Academic Programmatic Reviews.

4. **Faculty:**

- In consultation with the departmental faculty s/he shall organize the search to recruit new faculty and make recommendations for hiring to the Chief Academic Officer/ Academic Dean.

- Acquaint new faculty with the department and college mission, policies, standards, and procedures.
- Participate in faculty reviews.
- Prepare written recommendations and evaluations as required in this contract or as requested by the Chief Academic Officer/Academic Dean.

5. Schedule:

- In consultation with department faculty s/he will recommend to the Chief Academic Officer/Academic Dean faculty assignments to courses.
- S/he will meet with the Chief Academic Officer/Academic Dean and Registrar to discuss recommendations regarding course schedules and faculty assignments.

6. Students:

- Counseling and advising in academic matters including course of study.
- S/he will be responsible for approving independent study, proposals, change of major and declaration of minor. S/he may also be responsible for approving internships.
- Has authority to waive credit requirements in departmental requirements.
- Career guidance for enrolled students.
- Referrals to appropriate staff for assistance.
- Assisting with registration-related issues and transfer evaluations.
- Notifying and counseling students on departmental probation.
- Evaluating and handling student complaints concerning departmental faculty, facilities and courses.

ADDENDUM C: CRITERIA FOR CONTRACT RENEWAL/CONTINUANCE, PROMOTION & TENURE

MOORE seeks to hire and retain faculty whose qualifications meet standards established by its accrediting agencies and who are professional, experienced artists, designers and/or scholars. Once employed, faculty are expected to remain active, practicing artists, designers and/or scholars. Full-time faculty members shall reference their position at Moore College of Art & Design where practicable in all publications, presentations, media sources or any other materials relating to their professional activity.

Areas Considered:

- I. Professional or Scholarly Achievement
- II. Teaching Effectiveness
- III. Service to the College

I. Professional or Scholarly Achievement

Because what is considered appropriate may vary from discipline to discipline, research, performance, or creative work should be evaluated in terms of its quality. Quality is defined as including but not limited to the level of recognition among peers and/or professional organizations/institutions/foundations and the significance of the work to the particular discipline.

a. Fine Arts Faculty

Fine arts faculty being evaluated will have evidenced professional growth and recognition through continuous active participation in exhibition of their work, either through shows or through active gallery representation. Professional activity and growth might also be evidenced through means other than exhibitions, if they provide adequate comparative evidence of recognition, such as commissions, work recognized in publications, jurying, publishing, consulting, designing, professional peer recognition, being nominated for or awarded grants, active participation in professional associations or organizations and other such activities appropriate to the teacher's professional field.

b. Design Faculty

A faculty member should continue their involvement as a working professional artist, designer within her/his teaching field. Active participation in professional organizations and societies, exhibiting, judging, and consulting may also be considered. Scholarly and/or technical investigation of materials and methods and activities, which relate various arts, may also be evidence of professional involvement and growth.

c. Liberal Arts and Art Education Faculty

Professional achievement includes recognition in the form of publication, awards, grants, inter-disciplinary activity (which may include but not exclusive to creative work in another

discipline), outside lecturing, or active participation in professional associations or organizations. Scholarly achievement may be evidenced by scholarly research, presentation of research at professional meetings, publications and study in related areas as well as one's particular discipline.

d. All Faculty

A doctoral degree and a minimum of twelve (12) years of full-time equivalent teaching or a master's degree (or professional experience) and a minimum of fifteen (15) years full-time equivalent teaching experience is required for a full professorship. A doctoral degree and a minimum of seven (7) years full-time equivalent teaching experience or a master's degree (or professional experience) and a minimum of ten (10) years full-time equivalent teaching experience is required for an associate professorship. Determination of full-time teaching experience will include full-time college-level teaching experience at other institutions.

II. Teaching Effectiveness

Excellence in teaching is one of the most important attributes of a faculty member. Documentation of characteristics of teaching effectiveness should demonstrate, but not necessarily be limited to, the following:

- a. Command of one's subject;
- b. Knowledge of the current developments in one's discipline and pedagogy,
- c. Ability to relate one's subject to other areas of knowledge;
- d. Skill in communicating with students in the English language;
- e. Ability to plan and execute a substantive well organized course consonant with goals and objectives of the Department and the College;
- f. Ability to stimulate and broaden student interest in the subject matter and to motivate independent work;
- g. Ability to utilize effective teaching methods and strategies;
- h. Ability to accommodate teaching to changes in curricular structure and content necessitated by developments in the profession, technology and/or new curricula;
- i. Possession of the attributes of integrity, open mindedness and objectivity in teaching; showing respect for the knowledge and opinions and feelings of students and colleagues; ability to take criticism from colleagues and act on that criticism in a constructive manner; and
- j. Ability to demonstrate progress and appropriate level of students' work.

Teaching effectiveness, which demonstrates outstanding and excellent performance, may be weighted more heavily than scholarship/professional achievement. In relative terms, teaching effectiveness and scholarly/professional achievement are the two most important of the three criteria, although all full-time tenured and term-contract faculty, part-time tenured faculty and visiting faculty are expected to engage in service to the College.

III. Service to the College

As faculty share in the responsibility for shaping the College's academic policy a faculty member is expected to participate in the full life of the College, and may be reasonably expected to participate in the operational concerns of the college. Such participation may include but not be limited to:

- a. Attendance at convocation and graduation, college-wide functions and openings, general faculty meetings;
- b. Service on committees, attendance at Departmental meetings, participation in curriculum development and Departmental policy, attendance at student functions;
- c. Effective participation on College committees, advisor/contributor to student activities/projects;
- d. Planning and/or participating in curriculum-related enrichment activities outside the classroom and/or course requirements;
- e. Organizing material and advising students with special interest (e.g., graduate school, advanced training);
- f. Leadership in some area of the college (such as governance, departmental re-accreditation reports, service as Department Chair, Graduate Program Director and/or voluntary service on shared governance bodies at the college);
- g. Contribution to curriculum or program development and change;
- h. Service as a chair of a major committee, or fulfillment of special assignments;
- i. Acting as a representative of the College to the larger regional or national community; and
- j. Supporting community engagement projects under the auspices of the College.

ADDENDUM D: Professional Ethics

Members of the faculty, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed on them. In relationships with students, with colleagues, and with other co-workers, they practice honesty, self-discipline, fair-mindedness and respect for others, as well as respect for obligations and commitments.

In recognizing their responsibility to student safety and education, faculty members will not drink alcohol or use illegal drugs during normal office and/or teaching hours.

As a College demanding the highest standards of its faculty and staff the College requires all employees to uphold professional ethics and College policies both inside and outside the classroom. The trust and respect accorded a faculty by a student, as well as the power exercised by the faculty in giving praise, blame, grades, recommendations for further study and employment, and other benefits and opportunities, diminish the student's actual freedom of choice in relationships that are sexual or romantic in nature such that relationships thought to be consensual may in fact be the product of implicit coercion. Professional ethics demand that faculty avoid sexual relationships, romantic entanglements, or situations with students or others at the College where favoritism, harassment or any improper conduct might be perceived.

ADDENDUM E: FACULTY SALARY SCALE

		\$ 5,000.00	1.60%	1.60%	1.60%
	CY 19-20 Current	CY 20-21	CY 21-22	CY 22-23	CY 23-24
	Minimum	Minimum	Minimum	Minimum	Minimum
	Base Salary	Base Salary	Base Salary	Base Salary	Base Salary
Professor	66,379	71,379	72,521	73,681	74,860
Associate	58,352	63,352	64,366	65,395	66,442
Assistant	51,317	56,317	57,218	58,134	59,064
Instructor	45,153	50,153	50,955	51,771	52,599

The increase amount for a promotion is the difference between the current rank and the rank being promoted to, for example in AY 19/20 the increase for promotion from Assistant to Associate is \$7,035.

	CY 19-20 Current	CY 20-21	CY 21-22	CY 22-23	CY 23-24
	Pay Per	Pay Per	Pay Per	Pay Per	Pay Per
	Credit Hour	Credit Hour	Credit Hour	Credit Hour	Credit Hour
Studio		1.0%	1.0%	1.0%	1.0%
Adj 4	1,791	1,809	1,827	1,845	1,864
Adj 3	1,670	1,687	1,704	1,721	1,738
Adj 2	1,511	1,526	1,541	1,557	1,572
Adj 1	1,393	1,407	1,421	1,435	1,450
Lib. Arts		2.0%	2.0%	2.0%	2.0%
Adj 4	1,382	1,410	1,438	1,467	1,496
Adj 3	1,290	1,316	1,342	1,369	1,396
Adj 2	1,167	1,190	1,214	1,238	1,263
Adj 1	1,076	1,098	1,119	1,142	1,165

Note: This chart lists the minimum starting salaries for various faculty ranks. Faculty may negotiate higher starting salaries at hire and individual salaries will be adjusted annually based on faculty merit awards.

ADDENDUM F: MERIT GUIDELINES

I. For all Full-time Faculty, Visiting Faculty, Department Chairs, and Graduate Program Directors:

1. All Full-time Faculty, Visiting Faculty, Department Chairs, Graduate Program Directors and Program Heads in the bargaining unit shall be eligible for consideration for merit awards annually. Merit awards shall be given in recognition of exceptional performance of the duties and responsibilities set forth in Addendum C of this Agreement for promotion to the faculty member's rank. Specifically, merit awards shall be given principally for exceptional performance in professional/scholarly achievements, teaching effectiveness, and service to the College. Exceptional performance in service to the community that brings visibility may also be considered in making merit awards. Merit awards for Graduate Program Directors and Department Chairs shall include, but shall not be limited to, teaching effectiveness, professional or scholarly achievements, and service to the College. Department Chair and Graduate Program Director reviews also shall include assessment of their performance of administrative duties and responsibilities.
2. The merit pool for Full-time Faculty, Visiting Faculty, Department Chairs and Graduate Program Directors in each of the four (4) years of the contract is as follows:

AY2020/21	1% of total full-time faculty base salaries
AY2021/22	1% of total full-time faculty base salaries
AY2022/23	1% of total full-time faculty base salaries
AY2023/24	1% of total full-time faculty base salaries
3. The merit pool shall be divided into merit units. Each merit unit shall equal \$250 dollars. Any fraction of a merit unit remaining in the pool shall be rounded up.
 - a) The commencement of the merit process will be announced by Moore College of Art & Design each year by July 1 to all eligible Full-time Faculty, Department Chairs, and Graduate Program Directors.
 - b) Uniform written guidelines governing the process of merit application forms shall be distributed by Moore College of Art & Design each year by July 1 to all eligible Full-time Faculty, Department Chairs, and Graduate Program Directors.
 - c) Faculty members who wish to be considered for merit must submit evidence of their exceptional performance in a merit application to the Academic Vice President/Dean no later than the first day of the Fall semester's classes.
 - d) The MFT President shall appoint a Faculty Merit Advisory Committee consisting of three (3) faculty members. The Faculty Merit Advisory Committee will have a three (3)-week period or twenty-one (21) calendar days to review the merit applications.

The Faculty Merit Advisory Committee will compile a list of merit award recommendations, including the number of units for each criteria for each faculty member who has applied for merit along with a rationale for the recommendation. Units may not be awarded in criteria where the applicant has not submitted materials or sufficient evidence of exceptional performance.

e) Merit applications for faculty members who have been appointed to serve on the Faculty Merit Advisory Committee will be submitted to and reviewed by the Academic Vice President/Dean.

f) Within fourteen (14) calendar days of the conclusion of the three (3)-week review period, the Academic Vice President/Dean shall consult with the Faculty Merit Advisory Committee about the merit applications of the faculty members who have applied for merit.

g) After consulting with the Faculty Merit Advisory Committee, the Academic Vice President/Dean shall prepare a list of recommendations for merit awards, the reasons for which the faculty member is being recommended and the number of merit units recommended for each person. After this list of recommendations has been prepared, the Academic Vice President/Dean shall meet with the Faculty Merit Advisory Committee within 14 calendar days to discuss the Dean's recommendations prior to forwarding a list to the President of Moore College of Art & Design for review and final decision. Faculty members who have been awarded merit awards shall be informed of the number of merit units and the reasons for which merit is being awarded by the College no later than November 1. The MFT shall be provided a list of faculty receiving merit awards no later than November 1.

4. Merit awards for Full-time Faculty, Visiting Faculty, Department Chairs and Graduate Program Directors will be retroactive to September 1.
5. All unawarded merit funds in a given year will be carried over to the next academic year.
6. Decisions on merit pay awards are in the College's sole discretion, and are not subject to the grievance process or arbitration.

ADDENDUM G: CODE OF BUSINESS CONDUCT

I. GENERAL PRINCIPLES

Moore College of Art and Design (“Moore”) is providing this Code of Business Conduct (the “Code”) in order to provide guidelines with respect to the conduct of faculty, staff and officers at Moore. The foundation of the Code consists of the following important standards of business and personal conduct: (i) honesty and integrity in the College’s business activities; (ii) compliance with applicable federal, state and local laws, rules and regulations; (iii) avoiding conflicts between personal interests and the College’s business interests; (iv) maintaining the College’s reputation and avoiding activities which might reflect adversely on the College; and (v) maintaining the integrity of the College’s assets. These elements are the key ingredients in establishing and maintaining trust, which is the cornerstone of any institution serving the public.

II. COMPLIANCE AND ENFORCEMENT

All faculty, staff and officers are required to comply with the provisions of this Code. Compliance with this Code is a condition of continued employment with, or service to, the College. Violation of the Code may constitute just cause and may subject members to disciplinary action, up to and including termination of employment or service, and legal action, as appropriate.

Nothing in this policy in any way diminishes the rights contained in the Moore Federation of Teachers collective bargaining agreement.

III. REPORTING OF VIOLATIONS OR POTENTIAL VIOLATIONS

Violations as well as concerns or questions about potential violations, of this Code or applicable laws, rules or regulations should be promptly reported to any of: (i) the Vice President for Finance and Administration; (ii) the Human Resources Manager; (iii) the President; or (iv) the Chair of the Audit Committee of the Board of Managers.

Faculty, staff and officers may instead report violations or potential violations on an anonymous basis. Faculty, staff and officers may make such reports by calling the Ethics and Compliance Report Line, a 24-hour per day, 7-day per week, toll-free phone line which is posted in prominent areas. Calls will be received by an experienced third-party vendor, categorized by type of incident and timely reported to appropriate College personnel for evaluation and handling on an anonymous basis.

All communications from faculty, staff and officers pertaining to the Code will be maintained by the College in the strictest confidence except when necessary to conduct an investigation and permitted by law. Any faculty reporting in good faith an actual or suspected violation of the Code will not be retaliated against by or receive discriminatory treatment from the College. No faculty, staff member or officer will be discharged, demoted, suspended, threatened or harassed as a result of his or her making, or assisting in the handling of, a good faith complaint under the Code.

IV. PROTECTION AND PROPER USE OF COLLEGE ASSETS

Taking reasonable measures to protect the College’s assets against loss (i.e. damaged or destroyed), theft or other misuse is the responsibility of every faculty, staff and officer. Loss, theft and

misuse of the College's assets directly impacts our ability to fulfill our mission. In the event there is a suspected loss, theft or other misuse and it is known by a faculty member he/she will report it as described in Section III above.

V. CONFLICTS OF INTEREST POLICY

A. GENERAL

The primary principle underlying the College's conflicts of interest policy is that faculty must not permit their personal interests to conflict, or appear to conflict, with the business interests of the College.

A conflict of interest may exist when faculty are involved in activities for personal gain, whether measured in tangible or intangible benefits, that might interfere or appear to interfere with the objective performance of their duties and responsibilities. This includes any activities that have the potential to affect a faculty's objectivity in the performance of his or her duties, as well as activities that damage the reputation of the College.

Nothing in this article limits freedom of speech or academic freedom.

The list below contains some of the types of activities that may reflect in a negative way on a faculty, staff or officer's integrity or at least raise a question concerning his or her ability to discharge his or her duties in an unbiased manner. Therefore, prior to engaging in any of these activities, disclosure is required so that an appropriate judgment can be made as to whether the activity is permitted or prohibited under the specific facts and circumstances.

1. Being employed by, acting as an officer, director or advisor of, or otherwise participating in, the business of a supplier, customer or competitor. This does not limit adjunct faculty members' ability to teach at other institutions. This is not intended to further limit full-time faculty members' ability to teach at other institutions of higher education as defined in the collective bargaining agreement.
2. Conducting, approving or supervising business on behalf of the College with a company in which the faculty, staff or officer, or a relative, has an employment, ownership or other financial interest.
3. Offering or accepting business courtesies from a current or potential supplier, customer or competitor, in violation of Section V. This does not limit adjunct faculty members ability to teach at other institutions. This is not intended to further limit full-time faculty members ability to teach at other institutions of higher education as defined in the collective bargaining agreement.
4. Soliciting charitable and/or political contributions in violation of Section V.
5. Making payment in any form, directly or indirectly, to or for anyone for the purpose of obtaining or retaining business or obtaining any other favorable action or terms.

6. Participating in outside activities which would, or could reasonably be expected to, lead to the disclosure of confidential College information or interfere with the faculty, staff or officer's employment or service obligation to the College. Confidential information includes but is not limited to student records, marketing plans, financial aid strategy, changes in tuition prices, or any other information that would diminish in value if released.
7. Using one's position with the College or knowledge of its affairs, or using the College name or other assets, for personal gain.
8. Engaging in personal activities or interests inconsistent with or unrelated to their teaching responsibilities or curriculum while on College time or using College resources or assets (other than participation in civic, charitable or professional organizations with prior approval).
9. Owning stock or any other interest (either directly or indirectly) in a supplier, customer or competitor; provided that ownership in a publicly traded company is permitted if the interest constitutes less than one percent of the class of security owned and the faculty, staff or officer performs no business function, provides no advice and has no ability to influence the policies or activities of the company. Disclosure is also required in circumstances where a relative of a faculty, staff or officer owns such an interest in a supplier, customer or competitor.
10. Directly managing or supervising a relative employed by the College.

B. OFFER OR ACCEPTANCE OF BUSINESS COURTESIES

A business courtesy is a gift or other item of value for which market value is not paid by the recipient. It may be tangible or intangible and includes, but is not limited to, cash, gift certificates or gift cards, meals, beverages, entertainment, participation in recreational activities or events, transportation, lodging, discounts, tickets, passes or other access to events, promotional items, or the recipient's use of the donor's time, equipment or facilities. This does not include honorarium or any related travel costs for serving as a guest lecturer at another institution.

Faculty, staff and officers are prohibited from offering or accepting a substantial business courtesy unless the offer or acceptance has been approved by the Vice President for Finance and Administration or the President.

A business courtesy is substantial if: (i) it has a market value in excess of \$250; or (ii) its market value, together with the market value of any other business courtesies offered to the same entity or person or received from the same entity or person, in the same calendar year, exceeds \$250.

Subject to the restrictions in the following paragraph, a business courtesy may be offered or accepted without prior approval, if its market value, together with the market value of any other business courtesies offered to the same customer or accepted from the same supplier, in the same calendar year, does not exceed \$250.

Business courtesies of any amount in cash or cash equivalent, or other monetary instrument, should never be offered or accepted. Business courtesies should also never be offered or accepted: (i) if there is no bona fide business purpose; (ii) where the donor's purpose is to motivate the recipient to take an action (or omit to take an action) that would be a violation of law, rule or regulation or the recipient's policies; or (iii) where public disclosure would be embarrassing to the donor or the recipient.

C. POLITICAL CONTRIBUTIONS

Faculty, staff and officers are permitted and encouraged to participate in federal, state and local political activities in compliance with applicable law and this Code. Faculty and staff are not authorized to make or solicit political contributions on behalf of the College or in the College's name, or use College facilities for political parties or candidates, without prior approval of the President or Vice President for Finance and Administration. Nothing herein is intended to discourage or prevent faculty, staff and officers from engaging in political activities, or making political contributions, on their own time and at their own expense as private citizens.

VI. CONFIDENTIAL INFORMATION

A. GENERAL

Faculty, staff and officers may learn or have access to non-public information concerning the College's affairs or may be entrusted with confidential information concerning customers or other faculty, staff and officers while performing his or her duties. Confidential information includes but is not limited to student records, employee records, health records, or any other information that would diminish in value if released.

All non-public information concerning the College, its students and employees, officers and directors is the property of the College and due care must be taken to safeguard its confidentiality. Special care must be taken in everyday matters such as taking reasonable measures to protect against unauthorized entry to College work areas, not leaving papers in conference rooms, classrooms or other open work areas, not leaving notes on blackboards or whiteboards in conference rooms, classrooms or offices, not sharing computer or other passwords or cardkeys, and using caution in discussing College business in public places such as elevators, trains and airplanes.

Communications on behalf of the College with the media may only be made by specifically designated personnel.

All records, files and documents containing confidential information must be returned to the College when employment or service ends.

B. CONFIDENTIALITY OF PERSONAL AND MEDICAL INFORMATION

Faculty, staff and officers who work with or review personnel records are entrusted with access to confidential medical and other personal information regarding employees, former and prospective employees, and their families. Any information regarding the physical or mental condition, medical history or medical treatment of an employee, former employee, prospective employee or their families constitutes confidential information, which may only be disclosed under limited circumstances as permitted by law.

C. STUDENT AND OTHER CUSTOMER RECORDS

As part of their duties, faculty, staff and officers may be granted access to transactional, financial or other personal information of our students and other customers. “Customers” include but are not limited to students, their families, vendors, and other service providers. Customers impart this information for the purpose of obtaining a service and expect that its confidentiality will be maintained. Unless authorized by a the Vice President for Finance and Administration, customer records should not be disclosed to other employees, officers or directors of the College unless necessary for them to perform their duties or service, or to anyone outside the College.

All faculty , staff and officers should familiarize themselves with the Family Education Rights and Privacy Act, which governs the care, custody and access to student records. The complete act and useful resources regarding interpretation are available at <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>. A summary of FERPA is available in the Student Handbook, which is also available online.

VII. COMPLIANCE WITH LAWS

A. GENERAL

The federal, state and local laws, rules and regulations which apply to the College’s activities are numerous and complex. Since compliance with the law is vitally important, the College’s attorney(s) should be consulted whenever a question arises or when there is any uncertainty concerning the applicability of the law to a particular situation.

B. INTELLECTUAL PROPERTY LAWS

Federal, state and local intellectual property laws protect the rights of the College and others in owned or licensed copyrights, patents, trademarks, trade secrets and other types of intellectual property. It is vitally important to the College’s business interests that all employees understand and respect these rights, both to protect the College’s assets that are entitled to protection under these laws, and to avoid violating the rights of others. Unauthorized copying of copyrighted works of others (including computer software, music, movies, pictures and graphics) is prohibited by law and this policy.

C. PRIVACY LAWS

The College holds student, employee and other customer privacy in the highest regard. As a college, we are subject to one of the strictest federal privacy laws (FERPA) that applies to any industry. Unauthorized collection, disclosure, use or retention of personally identifiable information about student, employee or other customers is prohibited by law and this policy.

ADDENDUM H: PROGRAM HEAD DUTIES AND RESPONSIBILITIES

The Program Head provides information and expertise on the program/major to the Department Chair. The Department Chair makes final decisions on all department activities and votes in the Academic/Graduate Council. The Program Head is not a member of the Academic/Graduate Council.

The following is a sample of key duties and responsibilities:

1. Students:

- Counsel and advise majors (and potential majors) in program to support academic excellence, student retention, and progress to graduation.
- Attend admissions events as requested by the Dean of Admissions to actively recruit students to program and help meet College and program enrollment goals.
- Provide first review of Independent Studies before final review and approval of Department Chair and Chief Academic Officer/Academic Dean.
- Recommend waivers or exceptions to credit requirements to Department Chair.
- Bring student concerns and complaints in major to Department Chair.

2. Budget:

- Recommend annual requests, program priorities, and information on program operating and/or capital budget to Department Chair who shall recommend annual budgets to the Chief Academic Officer/Academic Dean.
- Assist with facilities issues, concerns, and/or opportunities in program as requested by Department Chair.

3. Communications:

- Meet and communicate through department faculty meetings and 1:1 meetings with Department Chair.
- Keep Department Chair apprised of changes and developments in field (major/program)
- Organize meetings with faculty colleagues in program/major for input on facilities, course, and curriculum.

4. Curriculum:

- Propose curriculum changes to Department Chair
- Provide leadership on Academic Program Review as requested by Department Chair

5. Faculty:

- With diversity of the faculty as a college-wide goal, recommend candidates for adjunct positions as requested by the Department Chair.

6. Schedule

- Assist with course schedule and faculty assignments as needed and requested by Department Chair.