

ME
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&D | MAINE COLLEGE
OF ART & DESIGN

2022-2023 Staff Handbook

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Welcome:

It is our pleasure to welcome you to Maine College of Art & Design (MECA&D). The mission and values for the College read as follows, adopted April, 2015.

Our Mission:

Maine College of Art & Design EDUCATES ARTISTS & DESIGNERS FOR LIFE.

Our Vision:

MECA&D will be distinguished by its focus on educating highly accomplished artists and designers who excel in their chosen field with integrity, professionalism, and community leadership.

Our Core Values:

At MECA&D, we believe in the transformational power of an arts education to serve as the foundation for a lifelong pursuit of personal and professional goals. We combine a rigorous interdisciplinary curriculum, immersive studio practice, and a wealth of professional development opportunities to provide an educational experience that embodies artistic excellence, civic engagement, and creative entrepreneurship.

Artistic Excellence:

In the belief that learning is centered in the process of inquiry, self-discovery, and creative expression, we offer our students the environment and tools they need to take risks, think critically, and work creatively within and across disciplines.

Civic Engagement:

With a history of commitment to the creative evolution of our communities, we focus on engaging students in the process of becoming the inventive, self-disciplined, contributing citizens upon whom our world depends.

Creative Entrepreneurship:

We teach each student the necessary professional skills to transform aspirations and values into a creative practice that will serve as the foundation for a rewarding career

Educational Philosophy:

At MECA&D, we believe an artist's life centers on studio practice. For us, the studio is a public as well as a private place where the artist undertakes research, experimentation, reflection, collaboration, and problem-solving, all in preparation for creating and presenting meaningful artwork. Students learn that a lively and enduring studio practice will allow them to become creative agents in the world. Our curriculum supports the creative spirit of our students, empowering them to become artists, citizens, and entrepreneurs. A structured and sequenced program in visual language, academic studies and public engagement, with a wide range of choices, prepares students to transition into fulfilling and successful careers.

Diversity Statement & Compact:

Maine College of Art & Design Educates Artists & Designers for Life. To give further definition and distinction to Maine College of Art & Design's institutional mission and to advance the goal of diversity in the strategic plan, the following set of principles were created to strengthen our learning community and cultivate an environment that prepares its students to thrive in a diverse and global world. Maine College of Art & Design recognizes that diversity is integral to the academic experience and strives to foster an inclusive culture defined by respect, equity and social responsibility. These principles serve as another catalyst for MECA&D students, faculty, staff and trustees to become critically engaged citizens upon whom our world depends.

We understand the differences and diversity of our experiences include, but are not limited to, race, class, gender identity and expression, sexual orientation, national origin, ethnicity, faith, religion, veteran status, mental, and physical ability.

I am responsible as a member of the MECA&D community:

- For recognizing, validating and thinking critically about the diversity of experience within our community
- To move beyond cultural stereotypes and assumptions in order to open up an authentic (and inclusive) culture of critique
- To embrace the principles of a small caring community that supports the authentic expression of self and others
- To see beyond assumptions in order to build authentic relationships across differences
- To learn and be aware of how larger cultural inequalities and inequities influence our daily interactions
- To participate with willingness and openness in opportunities which address current social events and to think critically about the impact on our college community and larger world
- For respecting and supporting all members of our community
- For engaging in action and dialogue when there is injustice driven by privilege and oppression.

Governance:

MECA&D is governed by a Board of Trustees composed of members who are elected for a term of three years, and who serve not more than three consecutive terms. The Board establishes policies, oversees how policies and procedures are carried out, and hires the President who is responsible for all operations of MECA&D.

We believe that the success of our organization depends on the contributions of all our employees and their ability to work as part of a team. We value you both as a person and as a

professional and are confident that your contributions to Maine College of Art & Design will not only help to maintain that standard but also help to enhance it.

We are glad that you have joined our team, and we hope that you will find your work to be both challenging and rewarding.

I. General Information

About This Handbook:

This Handbook summarizes policies and practices of MECA&D, provides information about their administration, sets out staff member responsibilities and describes programs designed to be of benefit to staff members. This Handbook is not a contract and is not to be construed as a contract for employment. Although the Handbook carries a wealth of information, it is not intended to cover every detail of every policy, and some of its content is bound to change. This handbook should be used as a first-step personal reference when general questions arise. It should never substitute for one-on-one discussion with your supervisor if you have specific and/or urgent concerns about your work at MECA&D. Your supervisor is your best source of information about procedures, practices and expectations for performing your job. Don't hesitate to ask questions – doing so is part of understanding and completing your work.

Over time we may need to make changes to this Handbook to accommodate growth or change. As a result, MECA&D reserves the right to change guidelines outlined in this handbook at any time with or without notice. Additionally, because not every possible situation can be anticipated, and depending on the circumstances of a given situation, we also reserve the right to address a situation differently from what may be described here.

The guidelines provided in this Handbook apply to all staff members. Comments and ideas about this Handbook are welcome. Please talk to your supervisor if you would like to make suggestions. It is hoped that this Handbook will help facilitate a pleasant, productive, and fulfilling working environment.

II. Employment

Employment Objectives

MECA&D will foster and support a positive working environment where employees can do their best work as they provide an exceptional educational experience. The College will follow best practices in human resource management. Our employment objective is to offer positions to employees that are best qualified and where they can make the most effective contribution to the objectives and purposes of MECA&D.

Equal Employment Opportunity and Affirmative Action

MECA&D, both as an employer and as an educational institution, is committed to equal employment opportunity for all persons without regard to race, color, religion, national origin, age, sex (including pregnancy, gender identity, and sexual orientation), genetic information, marital status, disability, veteran status, or status with regard to public assistance. This policy applies to

all terms and conditions of employment including, but not limited to, recruitment, application processing, employment procedures, job classification, transfer, promotion, termination, performance evaluation, compensation and grievance procedures.

It is the responsibility of all departments and personnel, supervisory and non-supervisory, to implement this policy, and to ensure that the principles and practices of equal employment opportunity are observed in all personnel actions. The formal and informal grievance procedures set forth in Section V of this handbook are available to anyone who believes that (s)he has been discriminated against.

The Executive Vice President has been designated to handle inquiries regarding the nondiscrimination policies. Inquiries concerning the application of nondiscrimination policies may also be referred to the #51 State House Station Augusta, ME 04333. Phone: 207.624.6290

Background Screening

All new hires are subject to clearance of a background screening as conducted by an outside vendor. New employees must provide their consent prior to the background check. Failure to consent or to clear the screening may result in a withdrawal of MECA&D's offer of employment.

At-Will Employment

Your employment relationship with MECA&D is at-will. This means an employee is not required to work for MECA&D for any set period of time. An employee is free to terminate their employment at any time and for any reason upon proper notice. MECA&D also remains free to terminate an employee at any time, with or without notice, and for any reason that does not violate local, state, or federal law. Only the President of MECA&D has authority to enter into an agreement for employment for any specified period of time or provide any particular terms of employment or agreement contrary to the foregoing.

Public Health Compliance

Staff are expected to comply with all requirements related to public health including any vaccination requirements or behavioral adaptations recommended by the CDC and the College Administration. Violations of this policy may jeopardize employment.

Age Requirement for Employment

MECA&D complies with all Federal Labor Law provisions regarding minimum age requirements for employment.

Employment Sources

MECA&D prefers to fill all vacant positions through internal promotion or transfers when possible; Alumni of MECA&D are encouraged to apply to any positions available. Otherwise external recruiting efforts will be used. Notice of new or vacant staff positions will be posted at MECA.edu and forwarded electronically to all faculty and staff. New or vacant positions will also be advertised locally, regionally and nationally, as deemed appropriate by MECA&D. Employees are

encouraged to make job opportunities known to their friends and colleagues.

The Department Head will recommend the individual to be hired in consultation with the reporting Vice President. Search committees will be formed for professional administrative positions as deemed necessary. Selection and placement decisions are based on education, skills, experience, interview results and references.

Employment of Relatives

A qualified relative of a MECA&D employee (spouse or domestic partner, child, parent, sibling, grandchild, grandparent) may be considered for employment when such hiring will not create a direct supervisory relationship between the parties. Special considerations may require that other hiring situations be evaluated on a case-by-case basis.

Orientation of New Employee

Prior to the first day of employment, the new employee is required to clear a background screening as well as provide documentation for the federal form I-9. It is the supervisor's responsibility to direct each new employee to report to the Human Resources Department in order to receive an initial orientation regarding benefits, tax status, and general information about MECA&D, and to complete forms as required by the state and federal government. At that time, the new employee will have the opportunity to make an application for the various benefits offered. Preferably, this brief orientation takes place in the first week of employment.

Probationary Period

The first three months of employment with MECA&D is considered a period of probation. During this time the supervisor is charged with the responsibility of evaluating the employee's suitability for the job based on the job description. The probationary period also applies to current employees moving to a new position within the institution.

The probationary period should be a time of close supervision; a period for on-the-job training and on-going assessment of potential for growth. All staff employees in new positions receive a written evaluation at the end of the third month of employment and are forwarded to Human Resources.

If an employee is judged to be incapable of performing the job, as defined in the job description, after careful counseling and guidance, and no other appropriate position is open at MECA&D, the employee may be terminated without prejudice. The circumstances surrounding the release of an employee must be carefully documented.

Termination of Employment – After Probationary Period

A. Voluntary

Support staff who decide to terminate their employment at MECA&D are expected to give their supervisor at least two weeks notice. It is anticipated that professional administrative staff will give at least one month's notice to their supervisor of intention to terminate employment. All

employees will provide written notice to hr@meca.edu.

B. Involuntary

MECA&D has adopted a program of progressive warnings to handle violations of the rules and regulations, and any job performance problems that may arise between an employee and MECA&D. The process consists of disciplinary action that may include the following steps:

1. Verbal Warning – The supervisor will hold a private discussion with the employee describing the unsatisfactory acts or omissions are. Documentation of a verbal warning on such a date will be placed in the employee's personnel file, maintained by the Human Resources, and a copy given to the employee.
2. Written Warning with Probation – A discussion is held with the employee detailing circumstances and including a warning that any further unacceptable work performance may result in termination. A written memorandum is prepared covering all items discussed, including a specified time frame for improvement, and placed in the employee's personnel file, maintained by Human Resources. A copy is given to the employee and the reporting Vice President. The employee may submit a written response to the warning. After submitting the written response the employee may request a meeting with the appropriate Vice President.
3. Discharge – An employee who does not correct their performance within the specified time frame or who continues to violate the rules and regulations will be justly terminated.

At the time of termination, employees are required to visit Human Resources to obtain information regarding the status of their benefits, final salary due, and notification of address. All keys, credit cards, and ID cards must be turned in to your supervisor.

Retrenchment

The President, with Board approval, may occasionally need to modify or terminate MECA&D programs or services, which will result in a reduction of the workforce. MECA&D will try to provide at least one month's notice before terminating employment on this basis; however, it may not always be possible to provide such notice. Severance pay will be based upon length of continuous service. If the employee is a full-time or regular part-time employee who has completed two years or more of continuous service, MECA&D will provide two weeks' pay at their current salary. This is in addition to any unused vacation leave for which the employee may be eligible. For each additional year of continuous service, the employee will receive one week's pay at their current salary. For full-time employees with less than two years service, part-time or temporary employees, no severance pay will be provided.

Access to Personnel Files

It is the policy of MECA&D to keep accurate and updated information deemed pertinent by MECA&D in every employee's personnel file, which is kept with Human Resources. These records are confidential and will be made available only to authorized persons such as the employee's

immediate supervisor, department manager, and appropriate administrator.

Employees may read their own personnel file. They may take notes of the information maintained in the file, and may request that additions or corrections be made to the file. Copies of material may be released to an employee. Files may not be removed from the Human Resources Office.

Any changes in address, name, phone number, number of dependents or marital status should be reported promptly to hr@meca.edu. Such changes in an employee's personal status may affect the employee's insurance policies and tax status. It is particularly important to keep Human Resources and your supervisor informed of an emergency phone number.

Comparative data on salaries, performance evaluations, and/or employment histories are confidential and cannot be made available to employees.

Release of information in an employee's file to parties outside of MECA&D, without the employee's consent, will be limited to the employee's current or last job title, dates of employment and general accuracy of quoted salary. The release of this information is at the discretion of Human Resources. Additional information will be released only upon the request and written consent of the employee or former employee. Information from employee files will be released to government agencies only upon direction of the court or written permission from the employees.

III. Compensation/Pay

Salary Administration

MECA&D is committed to maintaining a fair and equitable compensation program for all employees to the extent of its resources.

Job Description

A job description for each position is on file with the Human Resources Office. These descriptions are periodically reviewed to ensure accuracy and are used for the hiring of new employees, staff training, salary administration, and performance appraisals. All job descriptions are accessible to all employees and are available with Human Resources.

Promotion or Transfer

To be eligible for a promotion or transfer, an employee must be qualified and have been employed continuously for six months.

Performance Appraisal

MECA&D strives to appraise the performance of its employees on an annual basis.

The review process is designed to promote discussion between employees and supervisors regarding current job responsibilities, performance of assigned duties, problems that may have arisen on the job and goals and objectives for the coming year. A frank and honest discussion

between both parties is essential if the performance evaluation process is to serve its intended purpose of supporting the employee in planning for professional growth.

If an evaluation of an employee's performance is found to fall below satisfactory standards, the supervisor will warn the employee of this situation as detailed in this handbook Section II Employment under Involuntary Termination of Employment.

Classification of Work

Regular Full Time: An employee who works a full work schedule of 40 hours per week which includes an hour paid lunch.

Regular Part Time: An employee who is scheduled to work less than 30 hours per week.

Temporary: An individual hired for a specific period of time, not to exceed six months, either full-time or part-time. Temporary employees are not eligible for any employee benefits. In order for temporary hires to become regular employees, regular hiring procedures must be followed, although priority consideration will be given to such individuals.

Pay Periods

Paychecks are issued twice a month (24 times per year) on the 15th and last business day of each month. If the 15th falls on a Saturday, checks will be distributed on Friday. If the 15th falls on a Sunday, checks will be distributed on Monday. If the last day of the month falls on a Saturday or Sunday, checks will be distributed on Friday.

Automatic Deposit

All paychecks can be deposited directly to your account. You have the option of having your net pay or a portion of your pay deposited to a checking account and/or savings accounts. Contact Human Resources for information.

Automatic Deductions

In addition to benefit deductions, all full-time or regular part-time employees may elect automatic deductions to contribute to MECA&D's Annual Fund and/or meal plans in MECA&D's cafe.

Overtime/Compensatory Time

Hourly employees are eligible for overtime where overtime hours are requested and approved in writing by the supervisor. Hourly employees need the permission of their supervisor before working overtime. Overtime compensation, paid when an hourly employee works more than 40 hours per week, is one and one-half times regular pay. Paid lunch, sick leave or other absences are not included as hours worked for purposes of overtime calculation.

Hourly employees scheduled to work on a holiday receive pay for all hours worked plus an equivalent amount of holiday pay. Only the number of hours actually worked are used in determining whether any overtime compensation will be payable.

Compensatory time for salaried administrative staff working more than 40 hours per week is restricted to special events or projects at the supervisor's discretion. Compensatory time off must be approved and scheduled with your supervisor within the week it is accrued. Approval for compensation time related to a professional conference must be approved by the supervisor in advance. Compensation time is not accrued for lunch breaks not taken.

If your job description requires you to work outside of the typical work day, compensatory time may not be accrued.

Mileage Expense Reimbursement

When an employee uses their vehicle on authorized business with the approval of their supervisor, mileage will be reimbursed at the currently approved institutional rate. Out-of-pocket expenses, with the exception of gas and oil, such as parking fees and tolls, will also be reimbursed. A travel expense report must be completed with receipts attached, signed by their supervisor, and submitted to the Accounts Payable for reimbursement immediately upon the employee's return.

Staff members who use their private vehicles on authorized MECA&D business and are reimbursed for mileage expenses shall provide their own insurance coverage. MECA&D will not be liable in case of an accident or damages, or increased premiums, because of the use of a private vehicle for MECA&D business.

When traveling, the employee should consider at all times the cost to MECA&D. It is expected that the employee will use a rental car if the duration of the trip or mileage accrued would cost less than the mileage reimbursement rate.

If you intend to use a rental car for institutional purposes, Accounts Payable needs to be contacted to be sure that you are covered. Employees have collision coverage for rented vehicles through MECA&D's insurance policy, no additional coverage should be purchased when renting a vehicle.

Pay Advance Policy

A full-time, permanent employee with at least six months of service may be granted a pay advance at the discretion of the Executive Vice President and/or President in case of extreme emergency.

The following are not considered emergencies: rent, house payment, car payment, groceries or other normal monthly bills. Pay advances are considered early payment of wages, and at no time will payments be made when there is not adequate work time to cover the pay advance. Requests must be made in writing to the Executive Vice President and/or President; their approval will be forwarded to Human Resources with a copy to the employee.

Payroll advances will be deducted from the following pay period. Under extraordinary circumstances, a longer payback period can be requested in writing to the Executive Vice President and/or President.

IV. Benefits

MECA&D provides a wide range of benefits for its eligible employees. The benefits described below reflect those presently available. MECA&D will attempt to provide the most adequate insurance coverage practical for its eligible employees. MECA&D may choose to change insurance carriers and/or modify plans based on pricing and market conditions. Any such changes of insurance carriers or plan modification may affect employee eligibility for coverage of the benefits provided by the insurance carrier. Financial exigency or financial emergencies may require that some benefits be suspended.

Notwithstanding the above, MECA&D intends to maintain its benefit plans in compliance with relevant benefits statutes.

A benefits overview will be provided by Human Resources within the first few weeks of employment. MECA&D provides an open enrollment period each fiscal year during the spring for the insurance benefits. During this time, employees have the option to make changes to the benefit election. In addition, employees may change their benefit election outside of the enrollment period with a qualifying life event. Examples of a qualifying life event are:

- Marriage, establishment of same sex civil union partner, domestic partnership
- Divorce or legal separation
- Birth or adoption of a child
- Death of a spouse or child
- Change in residence or work location that affects benefits eligibility for you or your covered dependent(s)
- Your child(ren) meets (or fails to meet) the plan's eligibility rules (for example, student status changes)
- You or one of your covered dependents gain or lose other benefits coverage due to a change in employment status (for example, beginning or ending a job)

Worker's Compensation

As provided by law, MECA&D carries a state-required insurance to cover on-the-job injuries or disease arising out of and in the course of employment beginning from the date of employment. Medical and hospital expenses are covered and a weekly indemnity is provided in accordance with legal requirements. Accidents must be reported *immediately* to your supervisor and to hr@MECA&D.edu. Timely reporting of accidents and injuries is important to assure eligibility for Workers Compensation. Human Resources requires that you complete a *First Report of Injury* form provided by the Worker's Comp Insurance Company. This form must be on file with the Workers Comp Commission within seven days of the accident.

Unemployment Compensation

As provided by law, you have the protection of unemployment insurance as administered by the Maine Employment Security Bureau. This state office can be contacted for further information.
<http://www.state.me.us/labor/uibennys/index.html>

Benefit Eligibility

Employees are eligible to participate in several insurance plans if they work at least 1,560 hours a year (regular part-time status). Eligible employees who do not work a continuous twelve-month period will continue to receive benefits during any regularly scheduled “off” period, provided any required employee payment for the total premium is paid when due. Such employees may annualize their pay to enable this payment to be automatically deducted from their paychecks.

Medical/Dental Insurance

MECA&D offers medical and dental insurance to full-time employees working 30 hours per week or more. The employee is eligible to enroll in selected benefits the first of the month following 30 days of employment. For all group health insurance plans offered through the college, MECA&D will contribute a percentage of the premium cost to offset out-of-pocket expenses to its employees.

Flexible Spending Account

MECA&D makes flexible spending accounts available to its regular full and part-time benefit eligible employees. These allow employees to pay for certain types of medical expenses and dependent care expenses with pre-tax dollars.

Short-term Disability (STD)

MECA&D offers Short-term Disability coverage for the *employee only* through our insurance carrier. The employee is eligible to enroll the first of the month following first date of employment. Compensation under short-term disability is equal to 60% of an employee’s weekly salary and can begin on the 8th day of an approved illness or injury up to 26 weeks. MECA&D salary is suspended. [An employee may use their sick leave to complete the remaining 40% of uncovered salary until accrued leave is completely used.] Again, MECA&D will pay two thirds of the Short-term Disability premium, and the employee will pay one third through payroll deductions.

Long-term Disability Coverage (LTD)

MECA&D provides long-term disability coverage for the *employee only* through our insurance carrier. The employee may make an application immediately upon the start of employment. Long-term disability coverage picks up after the sixth month of an approved illness or injury, is equal to 60% of the monthly salary, \$5,000 maximum. MECA&D will pay one half of the premium, the employee will pay the remaining through payroll deductions. If LTD is activated, your MECA&D salary will be suspended as well as employee premium payments when long-term disability compensation is being paid by the insurance carrier.

Term Life Insurance/Accidental Death and Dismemberment Insurance

MECA&D offers Term Life Insurance for the *employee only* through our insurance carrier. The amount of term life insurance is equal to one year's salary with limitations. Accidental Death and Dismemberment insurance will pay a maximum of two times the principal sum if loss of life is due to an injury sustained while the employee is a fare-paying passenger on a public conveyance. Please refer to the insurance booklet for further details. In the event of a life event, please contact the Human Resources.

Voluntary Term Life Insurance

MECA&D offers Voluntary Term Life Insurance to its regular full-time employees (except seasonal, temporary or contract workers) who work at least 30 hours per week (and spouse/dependents if the employee participates) at full employee cost. This is a portable life insurance policy that you may continue upon termination. Please refer to Human Resources for further details.

Benefits Continuation (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides employees the opportunity to continue health coverage for themselves and their dependents under certain circumstances when coverage would otherwise terminate. This required notice is intended to provide a summary of a qualified beneficiary's rights and obligations. Qualified beneficiaries are persons who are covered under the group health plan as an employee to the dependent spouse or child of a covered employee.

An employee, spouse or domestic partner, or dependent child covered by the employee's group health plan, has the right to choose continuation coverage if group health coverage is lost due to any of the following qualifying events:

1. Voluntary/involuntary termination of the employee's employment (for reasons other than gross misconduct);
2. Reduction of the employee's hours of employment;
3. Death of the employee;
4. Divorce or legal separation;
5. A dependent's ceasing to be a "dependent child" as defined by the group health plan;
6. The employee's becoming entitled to Medicare.
7. Under circumstances of approved unpaid leave of absence, employees must access health insurance through COBRA.

The maximum period for which coverage may be continued is:

18 months – if continuation is due to voluntary/involuntary termination of employment (other than gross misconduct) or a reduction in hours.

29 months – if an individual is totally disabled (as determined under either Title II or Title XVI of the Social Security Act) at the time of termination or reduction of work hours of employment provided the qualified beneficiary has given the Employer notice of disability before the end of 18

months and within 60 days after the date of the disability determination.

36 months – if continuation is due to any other reason listed above.

Please ask Human Resources for a copy of the COBRA Act for further information.

403(b) Retirement Plan

All full-time employees, regular part-time employees who work a minimum of 1000 hours and faculty who work a minimum of 4 teaching units, all of whom meet other conditions of eligibility, may join the MECA&D TIAA. Employees may enroll immediately and begin payroll deductions. After one year of benefit eligibility, MECA&D will begin a matching contribution of up to 5% of the employee's contribution. The match is dependent on the employee's percent of participation. New employees who have satisfied the eligibility requirements by working for a previous 503c (b) employer are eligible for the institutional match upon employment.

457(b) Retirement

MECA&D's 457(b) plan is made available to senior administrators including MECA&D's President and Vice Presidents. Contributions to a 457(b) plan are tax-deferred. Earnings on the retirement money are also tax-deferred.

Holidays

All full-time and regular part-time staff are eligible for twelve paid holidays. Part-time employees will be paid for a holiday if it falls on one of their regularly scheduled workdays. Temporary employees are not paid for holidays.

- Independence Day, Monday, July 4, 2022
- Labor Day, Monday, September 5, 2022
- Indigenous Peoples' Day, Monday, October 10, 2022
- Thanksgiving Day, Thursday, Nov 24th, 2022
- Day After Thanksgiving, Friday, Nov 25th, 2022
- Extended Holiday Break - Friday, December 23, 2022 through Monday, January 2, 2023
(this break includes 4 paid holidays - Dec 23, Dec 26, Dec 27 and Jan 2)
 - Saturday, December 24, observed on Monday, December 26, 2022
 - Sunday, December 25, observed on Tuesday, December 27, 2022
 - Sunday, January 1, observed on Monday, January 2, 2023
- Martin Luther King Day, Monday, January 16, 2023
- Memorial Day, Monday, May 29, 2023
- Juneteenth, Monday, June 19, 2023

Maine Earned Paid Leave

Beginning on January 1, 2021, all Maine-based employees will be eligible under Maine law for Maine Earned Paid Leave ("MEPL"). MEPL allows certain employees* to take up to forty (40) hours of leave per year. MEPL accrues at a rate of one (1) hour earned, for every forty (40) hours

worked, up to a maximum total of forty (40) hours per year, at which point MEPL stops accruing. Employees begin accruing MEPL immediately upon hire but are eligible to use MEPL only after 90 days of employment. MEPL is tracked separately from vacation or sick time.

Employees who have unused accrued MEPL will be eligible to carry over up to a maximum of forty (40) hours of MEPL into the following year, however, employees are permitted to use a maximum of forty (40) hours of MEPL during any one calendar year. Just as with use of vacation time, use of MEPL must be approved and closely coordinated with the employee's supervisor based on the work needs of the department. Employees should notify their supervisor of intended MEPL days at least four (4) weeks in advance, with the exception being sudden illness or an emergency, and then notice shall be given as soon practicable after the need for leave is known. MEPL may be used in increments of at least one (1) hour.

When an employee intends to use leave as MEPL, the employee must expressly designate the request as leave under MEPL. If no designation is provided by the employee at the time of the request, MEPL will be applied first, followed by vacation, sick time, or other personal leave. Any unused, accrued MEPL is not eligible for payout upon termination of employment.

****At MECA&D, certain employees does not include student employees***

Vacation Leave

MECA&D provides paid vacation as part of the compensation for all full-time employees. Vacation days are accrued from the date of employment, but the employee may be required to wait through their probationary period of three months before using any accumulated vacation days.

- All full-time employees with less than five full years of service will accrue vacation leave at the rate of 1.667 days per month of employment for a total of 20 vacation days per year.
- All full-time employees with five full years or more of employment shall accrue vacation leave at the rate of 2.08 days per month for a total of 25 days per year.
- The accrual is prorated for employees working a partial month, or a work schedule less than five days a week.

Vacation leave cannot be used in advance of accrual. The maximum vacation accrued at any one time cannot exceed 1 times your annual accrual; any days beyond this amount will be forfeited.

Employees working less than 1,560 hours per year, and temporary employees, do not receive paid vacation leave.

If a holiday falls within an employee's regularly scheduled vacation, that day will be considered as a holiday and not a vacation day.

If MECA&D is closed for the day due to weather within an employee's regularly scheduled vacation, that day will be considered a vacation day, not a paid workday.

Vacation leave may not be used without prior approval of the employee's supervisor. Requests for approval must be submitted to the supervisor in writing in a reasonable time period.

Vacation leave will not exceed two consecutive weeks, but exceptions will be made for conditions. Requests for exceptions should be addressed to the appropriate Vice President and the Executive Vice President.

Any employee with over six calendar months of service or their beneficiary, in the event of termination of employees, retirement, or death will receive payment for accrued vacation. Those employees leaving MECA&D with less than six calendar months of employment receive no payment for accrued vacation.

Sick Leave

Sick leave may be used only for illness, injury or medical appointments not covered by Worker's Compensation. It may be used when you are ill or when your family's illness requires you to be at home. Medical evidence of illness beyond three days may be required. Abuse of sick leave may result in disciplinary action or termination. Full-time employees accumulate one paid sick day for each full month of employment, up to a maximum of 36 days. Regular part-time employees working 1560 hours per year or more accumulate on a prorated basis, and are paid sick leave only for scheduled work hours. Temporary employees do not accumulate sick leave.

To be eligible for sick leave, you must report to your supervisor the absence, or anticipated absence, as soon as possible. The supervisor will document this time and submit the form via ADP.

An employee may elect to use their sick leave in conjunction with short-term disability. (See short-term disability.) Accrued sick leave is not paid upon termination of employment.

Family Medical Leave Act of 1993 (FMLA)

Full-time and regular part-time employees who have been continuously employed by MECA&D (minimum of one year and worked at least 1250 hours during the twelve months prior to the start of FMLA) may take a leave of up to 12 weeks in a 12 month period of consecutive, intermittent, or reduced schedule unpaid leave, which uses a "rolling" method that is measured backward from the date you use any FMLA leave, for any of the following reasons:

- the birth of a child, in order to care for that child (leave to be completed within one year of the child's birth);
- the adoption of a child or placement with you for foster care, in order to care for the newly placed child (leave to be completed within one year of the child's placement);

- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Health insurance benefits will be maintained during the leave on the same terms, and contribution level for the first 12 consecutive calendar weeks of an approved FMLA and the employee will be restored to the employee's prior position or an equivalent position after the leave without loss of accrued and unused benefits.

An employee is required to use all accrued sick and/or vacation leave during the FMLA period. While being paid with accrued sick and/or vacation leave on FMLA, employees continue to accrue vacation and sick leave. Vacation and sick leave accrual is suspended during any unpaid portion of the FMLA. A written request for FMLA must be made at least 30 days prior if the leave can be anticipated. A copy of the approved FMLA leave is to be sent to the Payroll & HR Coordinator for inclusion in the employee's personnel file.

More information can be obtained from the FMLA poster located by the Human Resources Office in the Administrative Wing and from the Maine Department of Labor, Wage & Hour Division at (207) 623-7900.

Leave for Victims of Domestic Violence

In accordance with Maine Law, MECA&D will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:

- Prepare for or attend court proceedings,
- Receive medical treatment, or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether your absence will create an undue hardship for MECA&D, (b) whether you requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to MECA&D at the time of your request.

If your leave is approved, you will be required to first use any accrued paid vacation and, if applicable, sick leave before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on leave. You will not be discriminated against for taking or asking for leave.

Unpaid Leave

Following a year of service, an employee may request a leave of absence without pay for reasons other than Family Medical Leave for up to 14 consecutive days. A written request for this type of leave of absence must be made, if possible, at least 30 days prior to the anticipated date of commencement of leave. This request is submitted to their supervisor and reporting Vice President, with final approval by the Executive Vice President and/or President. A copy of the approved leave is placed in the employee's personnel file.

A leave does not constitute a break in service, and regular health insurance benefits will continue during the leave. Vacation and sick leave accruals are suspended during a leave of absence. Unused earned vacation must be taken before any leave without pay will be granted except FMLA leave.

Funeral/Bereavement Leave

MECA&D will grant each full-time employee and regular part-time employees paid leave for up to three days for the purpose of attending or making funeral arrangements in the event of a death in the employee's immediate family (spouse or domestic partner, child, parent, sibling, in-law, grandparent, or grandchild). An additional two days of paid leave may be granted under certain circumstances, with prior approval from the reporting supervisor.

Military Duty

If an employee is a member of the military reserve or National Guard, the employee is entitled to military leave for training or national emergency without loss of seniority, status, rate of pay, or vacation leave. MECA&D will make up the difference, if any, between regular salary and gross military pay (excluding living and travel allowance). This payment is limited to no more than two weeks per calendar year for annual training and no more than four weeks per year for emergency domestic military duty unless otherwise prescribed by law.

Jury Duty

MECA&D encourages employees to respond to calls for jury duty. Employees must inform their supervisor to assess their availability to make the time commitment. Employees will earn their regular salary while called for jury duty. While serving on a jury, an employee is expected to report for regular work hours to the extent permitted by the schedule of the jury duty. The employee is required to submit documentation of court payments as a pre-condition for reimbursement with Human Resources.

Educational Meetings

MECA&D supports the involvement of employees in their children's school activities. With permission from the employee's supervisor, a flextime arrangement may be made to permit the employee to attend meetings or important events at the child's school with the time being made up later.

Tuition Benefits

Continuing Studies: When the minimum quota in the selected course has been met under regular registration rules, full-time and benefit eligible part-time employees are entitled to take one Continuing Studies course per semester or up to 3 courses within a fiscal year upon approval of the Continuing Studies Director, only the studio fee will be charged. Part-time staff are entitled to one course per semester at ½ tuition plus the studio fee. This benefit extended to full-time and part-time staff may be taken by the employee or the employee's child, spouse or domestic partner. Temporary employees receive no such benefit.

On a space-available basis only, full-time administrative staff, full-time BFA, MFA, MAT and Salt graduate certificate program faculty are eligible for a half-tuition discount for their child toward the Pre-College program. These employees are also eligible for a half-tuition discount toward pre-approved workshops/extended programs. This benefit may be taken by the employee or the employee's child, spouse or domestic partner. Full application fees and studio fees must be paid in advance, and the employee or the employee's child, spouse or domestic partner must meet appropriate standards and be accepted into the chosen program. Space availability is determined by the Director of Continuing Studies after program application deadlines have passed.

BFA Degree Program: A full-time staff employee who has worked continuously for one year, and is accepted for matriculation by the Admissions Office into the BFA degree program of MECA&D, is entitled to full tuition remission for all course credits required for the BFA degree. The tuition remission is extended on a pro-rated basis to regular part-time employees who have worked continuously for one year. This does not include courses offered through exchange programs with other institutions. Required registration fees and any additional fees or charges must be paid. Requests for tuition waivers should be first directed to the supervisor and appropriate Vice President, and then to the Director of Human Resources.

Spouses, domestic partners and/or children up to age twenty-six of full-time employees who have worked continuously for one year at MECA&D are eligible to receive full tuition less any federal, state or outside grant funding awarded the student in the BFA Degree Program if they have been accepted for matriculation by the Admissions Office. All spouses, domestic partners and/or children of the full-time College employee are required to file the FAFSA upon acceptance by the Admissions Office. Required registration fees and any additional fees or charges must be paid. Requests for tuition waivers should be first directed to the supervisor and appropriate Vice President and then to Human Resources. The tuition remission is extended on a pro-rated basis to the spouses and/or children of regular part-time employees who work more than 1,540 hours per year and have worked continuously for two years or more. Full tuition is also extended to the spouse, domestic partner, or children of any full-time employee who has died or retired after being employed by MECA&D for ten years or more. MECA&D reserves the right to approve or disapprove tuition benefits based on special situations.

MFA, MAT & Salt: Tuition benefit does not apply to the MFA Program in Studio Arts, the MAT or

Salt graduate certificate programs.

Tuition Exchange

MECA&D is a member of the Tuition Exchange Program. Full-time employees with three years of full-time service are eligible to participate. If you are interested in applying for this scholarship, please contact the Executive Assistant who serves as the Tuition Exchange Liaison Officer.

Greater Portland Alliance of Colleges & Universities (GPACU)

GPACU is a collaborative initiative between MECA&D, Saint Joseph's College, Southern Maine Community College, University of New England, and the University of Southern Maine to allow students to take classes at schools other than their own at no additional charge. For more information visit <http://www.gpacu.org/index.html>

To qualify, there are three possibilities: The employee who is also a matriculated student; the employee who is not a matriculated student but wishes to take courses for credit; the employee who is not a matriculated student but wishes to audit courses.

- An employee who is a 'matriculated student' and who meets the other criteria may cross-register under the same guidelines as any other student.
- If an employee who is not a matriculated student wants to take a course for credit at another school, the employee pays for that course, as would any other part-time student.
- If an employee who is not a matriculated student wants to audit a course at a member institution, they may do so without payment of a course fee, provided (1) the host school is participating in this program, (2) there is room in the class, and (3) all other conditions of those auditing are met.* The employee may have to pay fees directly associated with the course, such as a lab fee.

* For example, some schools may allow each professor to decide whether they will allow audits; some courses may have prerequisites even for auditing.

Library Use

As a full-time or regular part-time employee of MECA&D, an employee is able to utilize the Joanne Waxman Library in the Porteous Building, 522 Congress Street.

Parking

MECA&D does not own or manage an employee parking lot.

Portland Museum of Art

Through a cooperative agreement between MECA&D and the Portland Museum of Art, employees of MECA&D may visit the Museum free of an admissions charge by showing their current MECA&D employee ID card.

V. Employee Conduct and Workplace Policies

Conduct on the Job

MECA&D expects professional behavior and demeanor at all times. Proper conduct on the job includes, but is not limited to, cooperating with associates to finish work in a timely and professional manner in order to further the institution's goals, and maintain a hospitable and comfortable environment. If an employee violates institutional rules and regulations or has any job performance problems, the supervisor will warn the employee of this situation as described in Section II, Employment, of this handbook.

Staff Grievance Procedure

MECA&D is a small, professional community with a culture in which personal communication regarding issues of mutual concerns and differing perspectives are encouraged. Open dialogue around differences in our professional setting is invited, and it is our hope that most concerns or issues can be handled informally.

In situations where it is not possible to resolve an issue informally, employees should follow the course of action below.

1. Discuss the question or concern with your immediate supervisor.
2. If you have attempted to resolve the issue in consultation with your immediate supervisor, but it is not resolved to your satisfaction, you may request a meeting with the Director of Human Resources.
3. If neither of the above options is appropriate for your situation, or you feel as though the issue has not been resolved, you may request a meeting with the Vice President to whom your supervisor reports.
4. If your grievance is related to the Executive Vice President, you can present your grievance directly to the President for resolution.

Please note the Staff Grievance Procedure does not apply to employee issues related to disciplinary action, performance appraisal, employment status, sexual harassment or discrimination. These issues should be referred to the Director of Human Resources.

Working Hours

Generally, college administrative offices are open between the hours of 8:30am to 5:00pm, Monday thru Friday. The normal workweek for full-time, salaried professional and support staff is 40 hours per week which includes one hour paid lunch break within the hours of 8:30am-5:00pm. It is the responsibility of each supervisor to ensure that departmental services are available to the public during these hours and that no office be left unattended.

Remote Work

Remote work is defined as an alternative workplace arrangement, which provides employees the opportunity to work at a place other than their regularly assigned work location. Employees may have the option of working remotely one day per week. Please speak to your supervisor to determine if remote work is an option for your role. If your supervisor agrees, please contact Human Resources for the formal policy and remote work request form.

Rest/M meal Breaks

Maine Law requires that most employees be offered at least a thirty-minute rest break (which may be a meal break) after six hours of work. MECA&D has established the following guidelines for Rest/M meal breaks:

If an employee works a continuous:

8-hour day, one hour paid rest/meal break will be included.

6-hour day, a half-hour paid rest/meal break will be included.

5 hours or less, no rest/meal break.

Staff cannot elect to forfeit rest/meal breaks in favor of shorter office hours on a regular basis or to accrue comp time. If an employee needs further clarification, they should contact the Director of Human Resources

Attendance

Regular prompt attendance of all employees is necessary for the efficient operation of MECA&D. Attendance is an important part of an employee's work performance record. Absences more than three consecutive days may require documentation from a medical professional.

Prompt notification of absences or lateness is essential for the reassignment of the workload. If an employee is unable to report for work because of illness or other emergency, they should notify the appropriate supervisor within the first thirty minutes of the scheduled work period, giving the reasons for the delay or absence and an estimate of when the employee will be able to report to work. Excessive tardiness will lead to disciplinary action, up to and including termination.

Hazardous Weather Guidelines

In extreme weather conditions or emergency situations, a MECA&D announcement will be texted through the MECA&D Emergency and Weather Notifications

<https://MECA.omnilert.net/subscriber.php> and posted on local network television stations.

MECA&D weather closing announcements can also be found at www.MECA.edu

Please visit: <https://www.MECA.edu/inclement-weather/> to review MECA&D's Inclement Weather Policy.

Employees may elect to stay home when the offices are open if they are concerned about hazardous travel conditions and use a vacation/MEPL day. Employees may be eligible to work remotely if anticipating inclement weather but must discuss arrangements with their supervisor in advance.

If MECA&D is closed for the day due to weather within an employee's regularly scheduled vacation, that day will be considered a vacation day, not a paid workday.

Smoking

Smoking is not permitted in any College building or within 20 feet of any college entrance.

Telephone Use

MECA&D telephones are to be used primarily for business purposes. Personal calls made during working hours should be kept to a minimum. MECA&D's policy requires all personal charges be made to an employee's cell or home phone number.

Electronic Communications Systems

MECA&D encourages the creative and innovative use of information technology to enhance its teaching, research, and public service mission. Users will not have their right to access denied or abridged due to the individual's race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability, or veteran's status. The College respects the intellectual labor and creativity of others and seeks to protect the free and peaceful expression of ideas. All members of the College share responsibility for maintaining an environment where actions are guided by mutual respect, integrity, and reason.

MECA&D expects all members of its community to use network systems with proper regard for the rights of others and MECA&D. Abuse of these privileges will be subject to disciplinary action, as established by the operating policies and procedures of MECA&D. MECA&D reserves the right to limit access in response to evidence of violations of school policy or federal, state or local laws. All members of the MECA&D community are bound by federal, state and local laws relating to civil rights, harassment, copyright, security, pornography, privacy, and other statutes relating to electronic media. It should be understood that this policy does not preclude enforcement under the laws and regulations of the United States of America, the State of Maine or local communities.

Workplace Privacy

You may have access to and use various electronic communications systems such as email, voice mail, and the internet in the course of your job. Here are a few guidelines you should keep in mind about these tools:

The email, internet access and voice mail systems are owned by MECA&D, are provided for business purposes, and may be monitored when deemed necessary. Any personal use must be

of an incidental nature, not interfere with business activities, not involve solicitation and not be associated with any for-profit, outside business activity.

Animals On-Campus

There are no animals, other than service animals, permitted on MECA&D property. The Student Life Department allows pets for professional staff members living in the residence halls. Please contact the Director of Human Resources if you have any questions related to service animals.

Accepting Gifts

MECA&D believes it is in the best interest of the institution that its employees do not accept gifts of any significant value as an expression of gratitude from students, parents, or others who use the institution's programs or benefit from its service.

Outside Involvement & Other Employment

MECA&D believes that its educational program and learning environment is enriched by active participation of its Administrative Staff in research, exhibitions, and volunteer and board service. Employees interested in serving in a consulting capacity for another organization or to pursue other employment outside MECA&D must seek prior approval from their supervisor and reporting Vice President. Volunteer activities must also be pre-approved by the supervisor and reporting Vice President to safeguard against any conflict of interest.

Drug-Free Workplace

An employee's involvement with controlled substances including alcohol can adversely affect job performance, jeopardize an employee's well being and undermine the professional and academic stature of the college. The goal of MECA&D is to establish and maintain a healthy and efficient work force free from the effects of drug and alcohol abuse.

Drug-Free Workplace Policy

1. Purpose: To provide employees with a work environment free from the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
2. Applicable to: All staff, whether full, regular part-time, part-time or temporary, are required to abide by this policy as a condition of employment.
3. Prohibited Activity: The manufacture, distribution, dispensing, possession, or use of a controlled substance on MECA&D property or in the course of conducting college business is prohibited.
4. Penalties for Violation: Any employees found to be manufacturing, distributing, dispensing, possessing, or using a controlled substance on college premises or while in the course of college business shall be subject to disciplinary action including termination.
5. Legal Prescription Drug Use: The prohibition of Item 4. above does not apply to the

possession and use of controlled substances when said possession and use are pursuant to a lawfully written prescription.

6. Convictions for Criminal Drug Statute Violations Occurring on MECA&D Property or in the Course of the Performance of MECA&D Business:

6.1. Within five working days after a conviction, an employee convicted of a criminal drug statute violation, said violation occurring on MECA&D property or in the course of MECA&D business, shall report said conviction to his or her Vice President. A conviction means a finding of guilt (including a plea of nolo contendere), or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state drug statutes.

6.2. Within ten days of actual notice by the convicted employee, or otherwise, the college shall report to the appropriate federal granting or contracting agency those convictions required to be reported by federal regulation.

6.3. Within thirty days of actual notice of the conviction of an employee of a criminal drug statute violation occurring on college property or in the course of college business, the college shall:

- i. Require said employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency; and
- ii. Take appropriate personnel action against said employee, up to and including termination.

6.4. Drug Free Awareness Program: MECA&D shall provide information concerning the drug-free workplace policy, the dangers of drug abuse in the workplace, and available drug counseling, rehabilitation and employee assistance programs to all employees by the following means:

- i. Literature will be made available in the Administrative Center;
- ii. The Executive Vice President has been designated to assist employees in dealing with substance abuse problems, and seeking help from a trained professional.
- iii. The drug-free workplace policy will be made available to all employees and the policy is published in this employee handbook.

- iiii. In addition to these resources, staff may find local social service agencies that can help. Consult the telephone directory. “Community Services Numbers” are listed in the front of the Directory. Also, see the Yellow Pages listings for Alcoholism Information and Treatment Centers and Drug Abuse and Addiction Information and Treatment.

Anti Harassment and Sexual Assault

Please see the appendix A1 for the Sexual Misconduct, Anti-discrimination and Anti-Harrassment Policy. Information can also be obtained from the Title IX Coordinator.

VI. Security, Safety and Health

Identification Cards

Picture ID cards are issued to all MECA&D employees following completion of new hire paperwork with Human Resources. ID’s are issued from the Facilities and/or Technology Departments. Upon termination from MECA&D, employee IDs are made inactive and the cards are no longer valid.

Access to MECA&D Facilities

Keys to MECA&D facilities are issued by the Facilities Department to staff as needed to execute their duties. Employees are responsible for the safekeeping of any keys in their care until returned to their supervisor, Human Resources or Facilities upon termination of employment. In the event keys are lost, notify Facilities immediately.

Emergency, Accident or Fire

After calling the appropriate emergency or fire service at 911, any emergency, accident or fire should then be immediately reported to the Director of Facilities and the Front Desk Receptionist.

If an emergency evacuation is required, leave the building immediately. Exit via the stairwells or fire escapes. Do not re-enter the building until the “all clear” is given by a fire chief or senior administrator. For more detail, please reference the [Disaster Recovery Plan](#) document.

Personal Injuries

All injuries, no matter how minor, should be reported to one’s supervisor immediately. Staff may treat minor injuries, or may be assisted by fellow staff employees or one’s supervisor. Serious injuries will be treated by paramedics who will be dispatched by calling 911. First Aid Kits are located in the MECA&D building and the Administrative Center. Supervisors must report *all* such injuries to Human Resources within 24 hours. A first report of injury must be filed promptly.

Material Safety Data Sheets

Material safety sheets are kept on record for any hazardous materials. Please contact the Facilities Director for any posting locations.

Crime Awareness and Campus Security

Under the Campus Security Act adopted by Congress in November, 1990, and enacted in 1992, colleges and universities that receive federal student financial aid funds are required to report to students and employees certain crime statistics and campus security policies and procedures.

1. In complying with this Act, any incident of crime encountered or observed, or other emergencies, must be reported immediately to the Director of Student Life and/or the Director of Facilities. If these two appointed individuals are not reachable, the information should be reported to the Front Desk Receptionist in Porteous during business hours. During non-office hours, the answering service has a list of Administrative Staff telephone numbers.
2. No person shall create a condition, which unnecessarily endangers or threatens the safety or well being of other persons or of their property, nor should any person willingly create a health hazard nuisance. No person shall threaten, assault, intimidate, or harass any other persons. No person shall take, steal, destroy or otherwise damage property that is not their own.
3. At the time of reporting, an Incident Report form will be completed; copies will be forwarded to the Director of Student Life and Director of Facilities. Portland Police will be called when appropriate. MECA&D will also conduct its own investigation.
4. MECA&D will endeavor to notify the campus community of any crimes that occur, in particular those that are viewed by MECA&D to be a threat to the campus community. This will be done by special bulletins, all-school meetings, and/or through the email system.

Please Note:

This Staff Handbook contains a summary of the policies in effect at MECA&D as of 2022-23. The Handbook is a guide for the College's Administrative Staff and is not intended to create any contract of employment. In fact, one's employment relationship with MECA&D is at-will. This means an employee is not required to work for MECA&D for any set period of time. An employee is free to terminate their employment at any time and for any reason upon proper notice. MECA&D also remains free to terminate an employee at any time, with or without notice, and for any reason that does not violate local, state, or federal law. Only the President of MECA&D has authority to enter into an agreement for employment for any specified period of time or provide any particular terms of employment or agreement contrary to the foregoing.

These policies, in whole or in part, are subject to change, revocation, modification, or amendment at any time at the sole discretion of MECA&D with or without prior notice. MECA&D also reserves the right to interpret any of the policies set forth at any time and in any manner it deems appropriate. This Handbook supersedes any and all previous staff or employee handbooks.

If an employee has any questions regarding employment, they should contact their immediate supervisor or Human Resources.

Supplements to the Staff Handbook may be distributed as new policies or procedures are adopted by MECA&D.

Applicable Law

If any provision of this Handbook is in conflict with a law, ordinance, or regulation applicable to MECA&D, that provision is deemed to change to comply with the law, ordinance or regulation. Such a conflict or change does not affect other sections of the Handbook.

APPENDIX A1:

Maine College of Art & Design

MAINE COLLEGE OF ART & DESIGN

SEXUAL MISCONDUCT, ANTI-DISCRIMINATION and ANTI-HARASSMENT POLICY AND PROCEDURES AND SERVICES

revised, 08.25.2022

Policy

Maine College of Art & Design will not tolerate any behavior that constitutes sexual misconduct, including sexual assault, dating violence, domestic violence and stalking, or any conduct that constitutes harassment or discrimination by members of the College community or its guests or vendors. The College believes that sexual misconduct, discrimination and harassment threaten human dignity, undermine the integrity of the entire community and represent a failure in ethical and professional behavior. Maine College of Art & Design takes all claims of sexual misconduct, harassment and discrimination very seriously. Accordingly, this Policy addresses MECA&D's process for reporting and investigating harassment, discrimination, and sexual misconduct that falls outside of [MECA&D's Title IX Grievance Policy](#). This policy applies to all members of the Maine College of Art & Design community including trustees, students, faculty, employees, staff, volunteers, invited guests or vendors. In addition to any consequences that may arise from a violation of the Maine College of Art's policy against sexual misconduct, harassment and discrimination, any person who engages in any form of conduct in violation of this policy may also be subject to civil and/or criminal liability.

The College reserves the right, in its sole discretion, to make changes to this policy and the associated procedures at any time. The College community will be promptly notified of any such changes.

Intersection Between this Policy and MECA&D's Title IX Grievance Policy

Maine College of Art & Design condemns all forms of sexual misconduct, even conduct that does not meet the definition of sexual harassment under Title IX. Accordingly, this Policy provides procedures for reporting and investigating sexual harassment that falls outside of Title IX's definition of sexual harassment or outside of Title IX's geographic scope but is nonetheless detrimental to the safety and wellbeing of the College community. All reports of sexual misconduct will go through an initial assessment phase overseen by MECA&D's Title IX Coordinator to determine whether the alleged conduct, if true, falls under Title IX (see MECA&D's Title IX Grievance Policy for definitions). If the alleged conduct falls outside of the definition of sexual harassment and/or geographic scope of Title IX, the College will then assess whether the alleged

conduct, if true, would amount to a violation of this Policy. If the complaint proceeds to a formal investigation under either policy and the investigation reveals that the conduct was incorrectly placed within either policy, the College will transfer the complaint to the appropriate process for resolution or dismiss the complaint, as appropriate.

[The nature of the conduct alleged](#), and [the geographic location in which it occurs](#), may impact the nature of the hearing used in the formal resolution process. Where the reported conduct falls within the Title IX regulations, the hearing process includes cross-examination by the party's advisor and limitations on the use of statements that have not been subject to cross-examination ([Title IX Grievance Process](#)). Where the reported conduct falls outside of Title IX jurisdiction, the hearing process set forth below provides the parties with the opportunity to submit questions through the Chair of the Hearing Panel and/or the Chair's designee, and the Hearing Panel may consider any information provided in the final investigation report that the Hearing Panel finds reliable and credible.

Title IX Coordinator

The Title IX Coordinator for Maine College of Art & Design is Beth Elicker, Executive Vice President of the College. She can be reached at 207-699-5045 or belicker@meca.edu. Any complaints or concerns about sexual misconduct, including sexual assault, dating violence, domestic violence or stalking should be reported as soon as possible to Beth Elicker. Any other member of the faculty or staff who receives a report of any form of sexual misconduct must report it as soon as possible to Beth Elicker.

I. Definitions

A. Harassment

Harassment means oral, written, graphic or physical conduct relating to an individual's personal characteristics including but not limited to gender, gender identity, gender expression, sexual orientation, disability, genetic information, HIV status, race, age, religion, national or ethnic origin, or military/veteran's status, with the intent or effect of substantially interfering with the victim's education or employment, or creating an intimidating, hostile or offensive environment. Prohibited harassment may include, for example, racial, religious or ethnic slurs, negative comments about surnames, nicknames emphasizing stereotypes, and/or the imitation of a person's mannerisms, speech, or movements. The term "race", for purposes of the policy, includes characteristics or traits that are associated with race, including hair texture or hair styles.

B. Non-Discrimination

It is the policy of Maine College of Art & Design not to discriminate on the basis of gender, gender identity, gender expression, sexual orientation, disability, genetic information, HIV status, race, age, religion, national or ethnic origin, or military/veteran's status in its educational programs, admissions policies, employment policies, financial aid, or other College-administered programs. The term "race", for purposes of the policy, includes characteristics or traits that are associated with race, including hair texture or hair styles. This policy is enforced by Federal Law under Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. It is also enforced under Maine law through the Maine Human Rights Act at 5 M.R.S.A. section 4551 et. seq.

C. Sexual Harassment

Sexual harassment is defined under the Maine Human Rights Act as unwelcome sexual advances; requests for sexual favors; sexual contact, gestures or comments; or other physical or verbal conduct of a sexual nature. Maine law provides that such conduct is unlawful when:

- i. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational benefits;
- ii. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; or
- iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive employment or educational environment.

In line with its policy on sexual harassment, the College condemns the sexual exploitation of professional relationships among and between faculty, students, administrative staff and/ support staff. All faculty and staff should be aware that consenting romantic or sexual relationships may constitute sexual harassment under this policy. Because of the power differential in such relationships, it should not be assumed that consent will act as a defense against a claim of sexual harassment.

The College requires that a faculty or staff member in a romantic or sexual relationship with an individual over whom they exercise any form of authority or decision-making must act immediately to eliminate this conflict of interest by removing him/herself from any decision affecting the other individual, including but not limited to grading, evaluating, supervising or in any way influencing any of the terms or conditions of that individual's education and/or position of employment. Faculty members should report such a relationship to the Dean of the College and work with the Dean to eliminate the conflict of interest as soon as possible. Staff members should report such a relationship to the Executive Vice President or their supervising Vice President for the same purpose.

All new faculty, staff and students are required to participate in sexual harassment training at the beginning of the academic year. In addition, returning faculty, staff and students are strongly encouraged to participate in the training. Maine College of Art & Design also sends a written notice of its sexual harassment policy to the entire College community on an annual basis.

For the definition of sexual harassment under Title IX, refer to [MECA&D's Title IX Grievance Policy](#).

D. Sexual Assault or Sexual Violence

Sexual Assault or Sexual Violence is having or attempting to have sexual intercourse with another individual: (1) by use of force or threat; (2) without effective consent; or (3) where the individual is incapacitated or physically or mentally unable to make informed or reasonable judgments. For purposes of this definition, sexual intercourse includes vaginal, anal or oral penetration, no matter how slight, with any body part or object, or oral penetration involving any form of mouth to genital contact. For purposes of these policies, Sexual Assault or Sexual Violence includes rape, fondling, incest or statutory rape as those crimes are defined by the FBI Uniform Crime Reporting Program. This definition conforms to the Clery Act definition and the definition of rape under Maine law.

E. Non-Consensual Sexual Contact

Non-Consensual Sexual Contact is contact with the intimate parts of another individual for the purposes of sexual gratification through the (1) the use of threat or force; (2) without effective consent or (3) where the individual is incapacitated or physically or mentally unable to make informed, reasonable judgments.

F. Sexual Exploitation

Sexual Exploitation is taking non-consensual or abusive sexual advantage of another for one's own benefit or the benefit of anyone other than the individual being exploited. Sexual exploitation may also include but is not limited to: (1) secretly observing the sexual actions of another or allowing others to secretly observe the sexual activity without the knowledge or consent of the other party; (2) sharing visual images, audio recordings, or videos of another individual without consent; (3) causing an individual to prostitute him or herself through force, intimidation or coercion of any kind; and (4) knowingly exposing another individual to a sexually transmitted disease without their knowledge.

G. Dating Violence

Dating Violence is violence by a person who has been in a romantic or intimate relationship with the complainant. The determination of whether there was a "social relationship of a romantic or intimate nature" is based on the complainant's characterization of the relationship, the length and type of the relationship, and the frequency of the interaction between the parties. The use of terms such as "hooking up" or "hanging out" instead of "dating" is not determinative. Under this definition "hooking up" or "hanging out" or other such phrases may qualify as "dating." Emotional and psychological abuse is not encompassed in this definition but will be considered under Harassment and/or Stalking. Dating violence also does not include Domestic Violence.

H. Domestic Violence

Domestic Violence includes asserted violent misdemeanor and felony offenses committed by the complainant's current or former spouse, current or former cohabitant, person similarly situated under domestic or family violence law, or anyone else protected under domestic or family violence law.

I. Stalking

Stalking is a course of conduct directed at a specific person that would cause a reasonable person to fear for her, his or another's safety, or to suffer substantial emotional distress. "Course of conduct" means two or more acts, including but not limited to acts in which the stalker directly or indirectly, or through third parties, by any action, method, device or means follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property. "Reasonable person" means a person under similar circumstances and with similar identities as the complainant. "Substantial emotional distress" means a significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

J. Consent

Consent is the affirmative, unambiguous and voluntary agreement to engage in a specific sexual activity during a sexual encounter. Consent given at the start of sexual activity may not be understood to apply to each individual sexual action during the encounter. Each party must clearly consent to each act during the sexual encounter.

- Consent may not be inferred from silence.
- Consent is not voluntary if it is induced by force, threat or deception.
- An individual who is incapacitated by drugs or alcohol, who is asleep or unconscious, or otherwise physically or mentally incapacitated is not capable of consent and consent may never be assumed. Acts of sexual misconduct and the failure to obtain consent are never excused by incapacitation because of drug or alcohol consumption.
- Consent may be withdrawn at any time and if it is, sexual activity of any kind must stop. Consent to one form of sexual activity does not constitute consent to all forms of sexual activity, and consent to sexual activity with one person does not equal consent to engage in sexual activity with anyone else.
- Maine law on consent: Minors who are 14 or 15 cannot legally consent to sexual activity if the other party is at least five (5) years older. Minors under 14 can never legally consent to sexual activity. Such sexual acts are felonies under Maine law.

K. Retaliation

Retaliation is generally any action that would deter a reasonable person from opposing or reporting the practices prohibited by this Policy. Such actions would include but are not limited to threats, intimidation or coercion. Retaliation by the College, any individual or any group against any person who reports a possible violation of this Policy or who attempts to intercede to prevent any violation of this Policy or who participates in any way in the hearing process under this Policy is prohibited and will result in disciplinary action.

SCOPE

APPLICABILITY

The College's Sexual Misconduct, Non-Discrimination and Anti-Harassment Policy applies to all faculty, trustees, staff, administrators, supervisors, employees, students, vendors, volunteers and visitors to campus. This includes guests, patrons, independent contractors, or clients of the College. This Policy prohibits sexual misconduct, sexual harassment and discrimination in any College program or activity, which means all academic, educational, co-curricular, extracurricular, and other programs.

OFF-CAMPUS PROGRAMS

Off-campus programs and activities are covered by this policy and include, but are not limited to, study abroad programs, internships, participation in affiliated programs, student teaching, and applied learning such as on-line courses. Faculty, staff, administrators, supervisors, employees, volunteers and students who feel that they have experienced sexual misconduct, including sexual assault, dating violence, domestic violence or stalking, discrimination and/or harassment while participating in off-campus programs and activities should immediately report such incidents to the program director, the Dean of Student Life, Director of Human Resources and/or the Title IX Coordinator who is Beth Elicker. Non-College visitors, guests, patrons, independent contractors or clients who fail to address sexual misconduct, discrimination and/or harassment by their personnel on College premises of which they have knowledge or should have had knowledge may be subjected to whatever sanctions the relationship with the College permits and the College deems appropriate in order to protect the members of the College community.

EMPLOYMENT DECISIONS

This policy is not meant to address differences in opinion regarding validity of employment determinations such as salary recommendations, promotion and tenure decisions, performance evaluations, hiring decisions, job classification decisions, transfers or reassignments, termination or layoff because of lack of work or elimination of a position, and normal supervisory counseling. Furthermore, this policy does not intend to address behaviors that do not constitute sexual misconduct, discrimination or harassment. Offensive workplace behavior that does not violate this policy should be addressed to the appropriate supervisor or office.

ACADEMIC FREEDOM AND FREEDOM OF EXPRESSION

The College is committed to protecting, maintaining and encouraging both freedom of expression and the academic freedom of inquiry, teaching, service, and research. However, these freedoms come with a responsibility that all members of the education community benefit from these freedoms without intimidation. In recognition and support of academic freedom for faculty in the pursuit of teaching, academic freedom and freedom of expression shall be strongly considered in investigating and reviewing complaints and reports of discrimination, harassment or sexual misconduct. However, raising issues of academic freedom and freedom of expression will not excuse behavior that constitutes a violation of the law or the College's Sexual Misconduct, Anti-Discrimination and Anti-Harassment Policy.

RESPONSIBILITY OF SUPERVISORS AND OTHERS IN POSITIONS OF AUTHORITY

No individual who is in a position of authority over another, either in the employment or educational context, has the authority to discriminate against, harass or engage in acts of sexual misconduct by virtue of his or her role. The College does not in any way, expressly or impliedly, condone sexual misconduct, including sexual assault, dating violence, domestic violence or stalking, discrimination or harassment by any employee or person in a position of authority, including an administrator, or a supervisor. Furthermore, a supervisor, administrator, faculty member, or person in a position of authority who does not appropriately handle reports or incidents of sexual misconduct, discrimination and/or harassment, or who does not report incidents about which he/she becomes aware to Beth Elicker, the Title IX Coordinator may be subject to disciplinary action. All members of the College community, including students, contract vendors, trustees, employees and others should report any sexual misconduct, discrimination and/or harassment that they experience and/or observe to the Title IX Coordinator. No MECA&D community member should assume that an official of the College knows about any particular situation of concern involving sexual misconduct, discrimination or harassment. All incidents must be reported to Beth Elicker, Title IX Coordinator.

RESPONSIBLE EMPLOYEES

Any employee of the College who is responsible in any way for student welfare and who is not by law, licensure or College regulation designated as a confidential resource, must report any report of discrimination, harassment or sexual misconduct to Beth Elicker, the Title IX Coordinator. This definition of "responsible employee" includes faculty, administrators, security officers, advisors, staff, RAs and other student employees involved in promoting student welfare.

If a responsible employee receives a report or a complaint of a possible violation of this Policy, before hearing it fully, the responsible employee should be clear with the person making the report or complaint

that (1) they are not a confidential resource, if they are not so designated, and (2) they are obligated to report any incident to the Title IX Coordinator.

II. Guidance for Reporting a Violation of the Sexual Misconduct, Anti-Discrimination and Anti-Harassment Policy

- A. Counseling resources are available to anyone who thinks that he or she has been the victim of harassment, discrimination, and/or sexual misconduct, including sexual assault, dating violence, stalking, or domestic violence. Individuals can contact an advocate at one of the confidential resources listed below as a first step in seeking help. These resources provide consistent support and information, exploration of options, connection with local resources, safety planning, and help with legal options and medical attention.
- B. Confidential Resources:
 - a. Counseling & Wellness: The College has on-site licensed counselors available weekdays for free and confidential counseling. Appointments may be scheduled by emailing counseling@meca.edu. After hours and on weekends, students may call the Student Life On-Call Phone 207-228-3474 to request to talk with a counselor or to be referred to other resources and services.
 - b. The Maine Coalition to End Domestic Violence: Offers 24-hour free confidential support, advocacy and resources for those affected by relationship abuse available by phone at 1-866-834-4357 and on their website at www.mcedv.org.
 - c. The Maine Coalition Against Sexual Assault: Offers 24-hour free confidential support, advocacy, and resources for anyone affected by sexual assault, stalking, or sexual harassment available at 1-800-871-7741 and on their website at www.mecasa.org.
 - d. Sexual Assault Response Services of Southern Maine: Offers 24-hour free confidential crisis response, support and advocacy for anyone affected by sexual assault, stalking or sexual harassment at 1-800-313-9900 or at www.sarsonline.org.
 - e. Maine Medical Center Emergency Department: 662 Bramhall Street, 207-622-0111.
- C. Other Resources:
 - a. Beth Elicker, Title IX Coordinator, belicker@meca.edu, 207-699-5045.
 - b. Student Life: studentlife@meca.edu, 207-699-5035 (during office hours), or 207-228-3474 (24/7).
 - c. Portland Police Department: Contact 911 for emergencies or 207-874-8575 for non-emergencies.

B. Making A Report or Complaint. Any individual in the College community, including a bystander or other third party, may make a report of a possible violation of this Policy and they are encouraged to do so. Whenever possible, reports should be made to the Title IX Coordinator, Beth Elicker. When reports are received by other Responsible Employees they will be forwarded to the Title IX Coordinator. The Title IX Coordinator or other responsible administrator will explain to the person reporting the possible violation the options and resources available to the complainant or other person making the report. These options include filing a formal complaint, making a report to law enforcement, if appropriate, seeking immediate medical or counseling services, if needed and how to contact other support resources at the College and in the community. The College will assist the person reporting in accessing any of these options, including reporting to law enforcement. If the person reporting ultimately chooses not to make a formal complaint, it

may hinder the College's ability to take action to protect members of the College community. Please see below for the ability of the College to keep reports confidential. These general guidelines about making a report or a formal complaint apply regardless of whether the report is about an alleged violation by a student, a faculty member, a staff member, a guest, a vendor or the President of the College.

The College will make every effort to be sensitive to the personal needs and concerns of the complainant in reporting what may, in some cases, be very sensitive personal information, but must also balance this concern with the very important due process rights of the charged party.

C. Confidentiality. Complete confidentiality can only be granted by professional counselors, therapists or clergy. The College will, however, whenever possible, honor a request by the complainant for confidentiality. Any request for confidentiality must be balanced against the College's obligation to provide a safe and non-discriminatory environment for the entire College community. The College may also be severely limited in its ability to take action against a charged student if strict confidentiality is maintained. The Title IX Coordinator, the Vice-President of Academic Affairs/Dean of the College, the Director of Human Resources, and the Dean of Student Life shall be responsible for evaluating all requests for confidentiality and will consider the severity of the alleged conduct, the ages of the parties, any pattern of misconduct and the rights of the charged student.

In any case where a report or a complaint discloses a serious, immediate or continuing threat to others in the College community, the College will issue a campus-wide alert. However, such an alert shall not contain any identifying information about the complainant. In addition, no information about the complainant will be released to the public in any fashion without the consent of the complainant.

The College reserves the right to investigate and resolve a report and/or complaint of discrimination, sexual misconduct and/or harassment regardless of whether the complainant ultimately desires the College to pursue the complaint. In such cases, the parties shall be informed of the status of the investigation at reasonable times until the College's final disposition of the investigation

The College may conduct any investigation of a report and/or complaint it deems necessary using trained College personnel or using a trained outside investigator.

D. Reporting alleged violations of this policy as soon as possible to the appropriate person is very important in order to help safeguard the well-being and rights of the complainant, the charged party and other members of the College community. Potential complainants, if they are able, should write down details of the incident(s) as soon after they occur as possible and be sure to note the names of any persons who may have been witnesses to the incident(s). After an initial report of an alleged violation is made the person making the initial report will be asked if he or she wishes to make a formal complaint as set forth in Section A. above.

- i. Reports and/or complaints about alleged violations by students should be made either to the Title IX Coordinator, or to the Dean of Student Life.
- ii. Reports and/or complaints about alleged violations by a faculty member should be made either to the Title IX Coordinator, Director of Human Resources or to the Dean of the College.
- iii. Reports and/or complaints about alleged violations by staff, vendors or guests should be made to the Title IX Coordinator or the Director of Human Resources.
- iv. Reports and/or complaints about alleged violations by the President of the College should be made to the Title IX Coordinator who shall report the complaint to the Chair of the Board of Trustees.
- v. Complaints about alleged violations of gender equity by the College in any of its programs in violation of Title IX should be made to the Title IX Coordinator.

vi. In all cases involving allegations of sexual misconduct or other criminal violations the College will also counsel the alleged victim of his or her right to report the incident to the police for criminal investigation. The College will also provide any student who wishes to make a report to law enforcement with assistance in doing so.

vii. In any case involving a counter complaint by the charged party against the original complainant the counter complaint should be made to the Title IX Coordinator as set forth above. Each complaint will be handled pursuant to the procedures set forth below.

E. Investigations. The College reserves the right, in its sole discretion, to use the services of an external professional to conduct investigations of alleged violations of this Policy.

F. Amnesty. The college seeks to remove any barriers to reporting. An individual who reports sexual harassment or misconduct, either as a Reporting Party or a third party, will not be subject to disciplinary action by the college for their own personal consumption of alcohol or drugs at or near the time of the incident, provided that any such violations did not and do not place the health or safety of any other person at risk. The college may, however, initiate an educational discussion or pursue other educational or therapeutic remedies regarding alcohol or other drugs for those individuals.

III. Reporting and Complaint Procedure

The College has established the following procedures to provide all members of the College community with the opportunity to seek internal resolution when they think there has been a violation of the sexual misconduct, anti-harassment and anti-discrimination policy.

A. Complaints Against Students

After the Dean of Student Life (“DSL”) receives a written or oral report or a formal complaint from the Title IX Coordinator or directly from a member of the Community, the Title IX Coordinator will meet with the complainant and discuss supportive measures and resolution options.

If the complainant makes a formal complaint, the Title IX Coordinator or designee will review the complaint to determine whether the alleged conduct, if true, amounts to a violation of MECA&D’s Title IX and/or Sexual Misconduct, Anti-Discrimination and Anti-Harassment Policies. If the Title IX Coordinator determines there is no basis to the complaint under either or both Policies, the Title IX Coordinator or designee will provide both parties with a written decision to that effect.

If the Title IX Coordinator determines that a complaint must be dismissed, the complainant may appeal that determination to the Vice President of Academic Affairs/Dean of the College. The appeal must be in writing and must be made to the Dean within seven days of the Title IX Coordinator decision not to act on the original complaint. The only grounds for the appeal are (a) there is additional factual information that was not available or otherwise could not have been provided when the Title IX Coordinator made the decision to take no action or (b) that there was a significant procedural error that materially impacted the decision to take no action. The Dean will issue a decision within ten business days of the date on which the appeal was received. The decision of the Dean is final.

If the Title IX Coordinator or designee determines that the alleged conduct falls within one or both of its policies, the Title IX Coordinator or designee will then draft and provide Notice of the Allegations to the parties as soon as practicable after receiving a Formal Complaint if there are no extenuating circumstances. If the alleged conduct includes conduct that would constitute covered sexual harassment

under Title IX and also includes conduct that would not constitute covered sexual harassment under Title IX but would constitute prohibited conduct under this Policy, the Title IX Grievance Process will be applied in the investigation and adjudication of all of the allegations. MECA&D will provide sufficient time for the parties to review the Notice of Allegations and prepare a response before any initial interview. The Title IX Coordinator or designee will discuss the anti-retaliation and confidentiality policies with both parties.

In the event that an alternative resolution process is unsuccessful or inappropriate, MECA&D will conduct an investigation into the complaint using an internal or external investigator in order to ensure the safety of its campus community and to determine whether disciplinary actions are warranted. This investigation is separate from any investigation that might be conducted by law enforcement. MECA&D may delay its investigation for a reasonable amount of time to allow for law enforcement to interview witnesses and collect evidence. However, a report of criminal activity to law enforcement will not stop MECA&D's investigation process.

If either party thinks there is a conflict of interest in having to report to the DSL, either party can inform the DSL of their specific concern and request the DSL to excuse themselves from their case. If the DSL agrees there is a conflict, the Vice President of Academic Affairs/Dean of the College will appoint someone to act in the place of the DSL. If the DSL does not agree there is a conflict, and either party continues to think there is, either party can appeal the conflict of interest decision to the Vice President of Academic Affairs/Dean of the College, who will make a final determination. If either party thinks there is a conflict of interest in dealing with the Vice President of Academic Affairs/Dean of the College, they may appeal that issue to the President of the College whose resolution of the conflict issue will be final.

Supportive Measures

At any time after the receipt of the complaint the Title IX Coordinator or designee, in consultation with senior administrators when appropriate, may take non-disciplinary, non-punitive actions necessary to restore or preserve access to MECA&D's education program or activity without unreasonably burdening the other party and to protect the safety of all parties and the school's educational environment during the pendency of the investigation, including but not limited to:

- *Counseling*
- *extensions of deadlines or other course-related adjustments*
- *modifications of work or class schedules*
- *campus escort services*
- *restrictions on contact between the parties (no contact orders)*
- *changes in work or housing locations*
- *leaves of absence*
- *increased security and monitoring of certain areas of the campus*

The decision by the Title IX Coordinator and/or a senior administrator to take such an action creates no presumption that the Respondent has engaged in the alleged discriminatory or otherwise inappropriate conduct.

Emergency Removal

MECA&D retains the authority to remove a respondent from MECA&D's program or activity on an emergency basis, where MECA&D undertakes an individualized safety and risk analysis and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies a removal. If MECA&D determines such removal is necessary, the respondent will be provided notice and an opportunity to challenge the decision immediately following the removal.

Alternative Resolution

Alternative Resolution: At any time, the complainant may request or the Title IX Coordinator/ or designee may suggest that the reported matter be resolved through an alternative resolution process. In these instances, the Title IX Coordinator or Designee will determine whether that approach is appropriate and whether the College needs to take additional actions. If the matter is appropriate to be resolved through an alternative resolution process, the Title IX coordinator or designee will facilitate a voluntary, structured interaction between or among affected parties that is designed to allow a Respondent to accept responsibility for and acknowledge the harm to the Complainant and/or the College community. Alternative resolution options should be designed to eliminate the conduct at issue, prevent its recurrence, and remedy its effects in a manner that meets the expressed preference of the Complainant and the safety and welfare of the campus community.

In some forms of alternative resolution, the remedies imposed will focus on supporting the Complainant with no participation or involvement by the Respondent. In other forms of alternative resolution, the Respondent may agree to participate. Depending on the type of remedy used, it may be possible for a Complainant to maintain anonymity.

Alternative resolution may also include practices such as restorative justice and mediation. Practices based in restorative principles are designed to allow a Respondent to accept responsibility and/or acknowledge harm to the Complainant or to the College community. Alternative resolution will be used only with the voluntary consent of both parties, under the supervision of College-sanctioned, trained professionals, and following a determination by the College that the matter at hand is appropriate for a restorative approach.

The alternative resolution options available under this Policy recognize:

- Participation is voluntary and both a Complainant and Respondent can request to end this manner of resolution and pursue an investigation at any time;
- MECA&D will not compel a Complainant to engage in mediation, to directly confront the Respondent, or to participate in any particular form of alternative resolution;
- Complainants and other affected persons may find it useful to meet with a Respondent who acknowledges the substance of the underlying events and who acknowledges that Complainants or other affected persons have reported experiencing harm as a result;
- Structured interactions between affected parties can facilitate long-term healing and reduce recidivism; and
- Participants in alternative resolution processes must be protected from secondary victimization and other potential harms, including the pressure to proceed through alternative resolution instead of formal resolution

Any agreements reached in alternative resolution must be documented and approved by the Title IX Coordinator to ensure consistency with the College's Title IX obligations. An agreement will not be considered valid if the Title IX Coordinator does not approve it. If the Title IX Coordinator approves an agreement after the parties have voluntarily reached consensus as to its terms, the Respondent will be required to comply with the agreement. If no agreement is reached, the matter may be referred to the Title IX Coordinator for further action.

Investigation Process

Upon the determination that a report warrants a formal investigation, MECA&D will promptly provide written notice of the allegations to all parties. MECA&D will then conduct its own investigation in order to determine whether it is more likely than not that the reported conduct occurred, based upon a preponderance of the evidence, and whether disciplinary action is warranted. Such investigation may be conducted by an internal or external investigator depending on the nature of the report. The investigation may include, but is not limited to, interviews of those individuals directly involved in the incident and relevant witnesses and collecting documents and any other evidence bearing on the incident. Parties are permitted to provide other relevant evidence to the investigator and may suggest questions to ask of one another or witnesses through the investigator. More than one interview of student parties and witnesses may be necessary in order to conduct a thorough investigation. Student parties are permitted to have an advisor of their choosing present as support during their interviews. Advisors may not participate in the process or speak on behalf of the parties, although they may ask for brief breaks during any meetings or interviews to provide consultation to a party.

Upon completion of the investigation, the investigator will make factual findings, based on all relevant evidence. The investigator will submit a report detailing all factual findings and relevant evidence to the Title IX Coordinator. The report containing the investigative findings will then be shared with the parties. Each party shall have five (5) business days to review the report and submit a reply statement in writing for the investigator to consider. After reviewing any additional information, the investigator will prepare a final investigative report and submit it to the Title IX Coordinator, who will make the final determination as to what, if any, policies were violated and what, if any, remedial action or disciplinary measures should be taken. The Dean of Student Life shall inform the student parties of the decision as soon as possible and explain to the student parties the reasons for the decision.

Imposition of Discipline: If the Title IX Coordinator or designee determines that the charged party has violated the sexual misconduct, anti-discrimination and/or anti-harassment policies and has also determined that the Alternative Resolution process is not appropriate or that the Alternative Resolution process has been attempted and has failed, the Title IX Coordinator may impose discipline for the violation of the policy. The Title IX Coordinator may impose:

- Disciplinary Warning
- Disciplinary Probation
- Disciplinary Suspension for two weeks or less (as defined in the Student Conduct Code)
- Other remedies deemed appropriate by the Title IX Coordinator without convening the Hearing Committee.

If either party disagrees with the Title IX Coordinator's decision to impose a Disciplinary Warning, Disciplinary Probation or Disciplinary Suspension for two weeks or less, or another remedy deemed appropriate by the Title IX Coordinator, either party may appeal the Title IX Coordinator decision to the

Vice President of Academic Affairs/ Dean of the College. The appeal must be given to the Dean of the College within ten days of the receipt of the Title IX Coordinator's decision by the charged party. The appeal must be in writing and must clearly set forth the reason for the appeal. The only grounds for the appeal are (a) there is additional factual information that was not available or could otherwise not have been provided when the Title IX Coordinator made the decision to impose discipline or (b) there was a significant procedural error that materially impacted the decision to impose discipline. The decision of the Title IX Coordinator will be final.

Hearing Committee: Title IX Coordinator or designee determines that the appropriate discipline for a charged party may be either Disciplinary Suspension for longer than two weeks or Disciplinary Expulsion or in any case involving allegations of sexual misconduct, the Title IX Coordinator will so inform the parties and ask the Vice President of Academic Affairs/Dean of the College to convene the Hearing Committee.

At the start of each academic year, the President will appoint 16 members to the Hearing Committee: six representatives from the faculty, six representatives from the staff and four representatives from the student body. All appointed members will receive orientation and training.

When the Title IX Coordinator requests the Vice President of Academic Affairs/Dean of the College to convene the Hearing Committee, the Dean of the College will select two faculty members, two staff members, and two student members from among the appointed representatives to sit on that panel, and the Committee will meet within ten business days of the date when the Dean of the College receives the request from the Title IX Coordinator. The Dean of the College will Chair the Hearing Committee and be a voting member. Whenever the complaint involves sexual misconduct, sexual violence or any other form of violence or the use of a weapon, student members shall not be selected for the panel. The case will be heard by the two faculty selected and the two staff members selected.

The Title IX Coordinator or designee will present the case to the Hearing Committee and is not a voting member of the Committee. If the Hearing Committee should determine that further investigation is warranted or that additional information is needed, it will be conducted or provided by the Title IX Coordinator or designee. The Title IX Coordinator in consultation with the Chair may present documentary evidence to the Hearing Committee. All evidence presented shall be in a form that complies with the applicable provisions of the Federal Educational Rights and Privacy Act ("FERPA"). In all cases, the College will endeavor to complete all investigations and conduct any hearing that is necessary within sixty days of the initial complaint. If this is not possible, the parties will be informed and kept updated on the timeline for completion of the process.

The parties may provide the Chair with copies of any documents they would like presented to the Hearing Committee. The Title IX Coordinator and the Chair shall have discretion to determine what, if any, documentary evidence shall be presented to the Hearing Committee.

The Hearing Committee may call witnesses but it is not required to do so. The parties may also submit names of possible witnesses to the Chair of the Hearing Committee; the Chair and the Title IX Coordinator will decide which, if any, witnesses will appear before the Hearing Committee. If witnesses do appear before the Hearing Committee, the parties may question those witnesses within the discretion of and only indirectly through the Chair. If more than one witness is called before the Committee, all witnesses will be sequestered and will not be permitted to hear other witnesses testify. Once they have testified, the witnesses will be excused from the Hearing Committee room. If the complaint involves a charge of sexual misconduct, the parties are not required to appear in the Hearing Committee room together at the same

time. The parties may submit written questions to the Chair and the Title IX Coordinator to be asked of each other before the Hearing Committee.

The complainant and the charged party will be provided with the documents, if any, that will be introduced and a list of the witnesses who will be called at the hearing at least 48 hours before the time of the hearing.

The Hearing Committee meetings are not open to the public. Either party may have an advisor present with him or her. The advisor may be an individual from the College community, including an academic advisor, a fellow student or a member of Maine College of Art's faculty or staff. The College may but is not required to postpone a scheduled hearing date if the advisor cannot attend on that date provided the College has given the parties at least five days' notice of the date of the hearing. Advisors may also be parents, other relatives or attorneys only when the charge involves a possible violation of Title IX. Advisors may not participate orally or in writing at the hearing. Any advisor who disrupts the Hearing or fails to follow these guidelines may be removed from the Hearing by the Chair. The Rules of Evidence as used by the state and federal courts do not apply and the hearing shall not be recorded.

The Hearing Committee shall make its decision based only on the evidence presented to it during the hearing itself, and the standard for making a determination that the violation has occurred and that discipline should be imposed shall be by a preponderance of the evidence. All members of the Hearing Committee shall vote and decisions are determined by a vote of the majority. The Chair will issue a written decision which shall include Findings of Fact to the parties at the same time within 10 business days of the close of the Hearing Committee's meetings on the complaint.

Sanctions

If the Hearing Committee determines that the charged party has violated the Sexual Misconduct, Anti-Discrimination, and Anti-Harassment Policies, the Hearing Committee may impose discipline for the violation of the policy. The following sanctions are available: Disciplinary Warning; Disciplinary Probation; Loss of Privileges; Restitution; Discretionary Sanctions; Residence Hall Suspension; Residence Hall Expulsion; College Suspension; College Expulsion; Revocation of Admission and/or Degree; Withholding Degree. Definitions of these sanctions can be found in the Code of Student Responsibility: Section VIII Sanctions.

Failure to comply with sanctions imposed through the College's student conduct process, or with specific conditions related to the safety and security of any person(s) or property while a case is pending, may result in immediate, indefinite suspension or expulsion from the College without benefit for further process.

The decision of the Hearing Committee may be appealed to the President of the College by either party. The President may consider the Appeal or act through a designee. The appeal must be in writing and it must be filed in the President's Office within 10 business days of the date upon which the parties received the Hearing Committee's decision. The appeal (1) must be based on new information or evidence which was not and could not have been considered by the Hearing Committee and/or (2) must allege some significant procedural errors or conflict of interest by the Hearing Committee or one or more of its members that significantly impacted the outcome of the Hearing. The President shall not conduct a full rehearing of the case during the appeal and may meet with either party to the original complaint but is not required to do so. The President may consult with the Chair of the Hearing Committee as well as any members of the Administration not involved in the original decision of the Hearing Committee in making a final determination on the appeal. The President will issue a written decision to both parties within ten business days of the receipt of the appeal in the President's office.

PLEASE NOTE: All written decisions issued under this policy and involving students shall comply with the Federal Educational Rights and Privacy Act (FERPA).

B. Complaints Against Faculty Members

After the Vice President of Academic Affairs/Dean of the College receives the report and/or complaint from the Title IX Coordinator, the Dean or the Dean's designee will meet with the complainant to discuss the complaint, supportive measures and resolution options. The Dean of the College will discuss the anti-retaliation and the confidentiality policies with both parties.

If either party thinks there is a conflict of interest in having to report to the Dean of the College, they should inform the Dean of the College and ask the Dean of the College to recuse themselves from hearing the complaint. If the Dean of the College agrees, the Dean of the College will request that the President appoint another individual to hear the complaint. If the Dean of the College does not agree that there is a conflict of interest and either party is still concerned, either party may appeal the decision of the Dean of the College to remain on the case to the President. This appeal must be made within four business days of the Dean of the College's decision and the President will issue a decision on the alleged conflict of interest within 10 business days of receiving the appeal. The President's decision is final.

At any time after the receipt of the complaint the Dean of the College, in consultation with other senior administrators, if appropriate, may take Supportive Measures or order Emergency Removal (outlined above) to restore or preserve access to MECA&D's education program or activity and to protect the safety of all parties and the school's educational environment.

The Dean of the College or the Dean's designee (who may be an external investigator) will conduct any necessary investigation following the investigation process outlined above and that investigation will be completed within 20 business days of the Dean of the College's receipt of the complaint unless for good cause the Dean of the College's determines that more time is needed for the investigation. If the deadline is extended by the Dean of the College, both parties will be notified.

MECA&D retains the authority to place a non-student employee respondent on administrative leave during the investigation process.

If after an investigation the Dean of the College decides that there is no basis to the complaint, the Dean of the College will notify both parties in writing. Within 10 business days of the receipt of this decision either party may appeal the decision to the President who will make a final determination as to whether or not there is a basis to the complaint.

Possible Actions By the Vice President of Academic Affairs/Dean of the College

Alternative Resolution: At any time, the complainant may request or the Dean of the College or designee may suggest that the reported matter be resolved through the alternative resolution process outlined above.

PLEASE NOTE: Alternative resolution is never an option available to the Dean of the College when the complaint involves allegations of sexual misconduct by students against a faculty member even if both parties would agree to the process.

During the Alternative Resolution process the Dean of the College or the Dean's designee will meet with both parties and may or may not meet with them together. After the meetings, if the Dean of the College thinks it is appropriate, the Dean of the College will propose a possible resolution to both parties. If both parties agree to the resolution proposed by the Dean of the College, it will be put in writing and signed by both parties. If the parties do not agree to the resolution, or the Dean of the College otherwise decides it is appropriate to terminate the Alternative Resolution process, the Dean of the College may then convene the Hearing Committee.

Hearing Committee: If Alternative Resolution is not appropriate or the Alternative Resolution process fails, the Dean of the College will then ask the Director of Human Resources to convene a panel of the Hearing Committee. The Director of Human Resources will act as Chair and will be a voting member of the panel, and will also select four faculty members and two staff members from among the appointed representatives to sit on the panel.

The Dean of the College or the Dean's designee will present the case to the Hearing Committee and is not a voting member of the Committee. If the Hearing Committee should determine that further investigation is warranted or that additional information is needed, it will be conducted or provided by the Dean of the College or the Dean's designee. The Dean of the College in consultation with the Chair of the Hearing Committee may present documentary evidence to the Hearing Committee. The parties may provide the Chair with copies of any documents they would like presented to the Hearing Committee. The Dean of the College and the Chair shall have discretion to determine what, if any, documentary evidence shall be presented to the Hearing Committee. All evidence presented shall comply with the applicable provisions of the Federal Education Rights and Privacy Act (FERPA).

The Hearing Committee may call witnesses but it is not required to do so. The parties may also submit names of possible witnesses to the Chair of the Hearing Committee, and the Chair, in consultation with the Dean of the College, will decide which, if any, witnesses will appear before the Hearing Committee. If witnesses do appear before the Hearing Committee, the parties may question those witnesses within the discretion of and only indirectly through the Chair. If more than one witness is called before the Committee, all witnesses will be sequestered and will not be permitted to hear other witnesses testify. Once they have testified, the witnesses will be excused from the Hearing Committee room. If the complaint involves a charge of sexual misconduct, the parties are not required to appear in the Hearing Committee room together at the same time. The parties may submit written questions to the Chair and the Dean of the College to be asked of each other before the Hearing Committee.

A list of the documents, if any, to be presented to the Committee and the witnesses, if any other than the parties, to be called shall be provided to the parties at least 48 hours prior to the time of the hearing.

The Hearing Committee meetings are not open to the public. Either party may have an advisor present with them. The advisor may be an individual from the College community, including an academic advisor, a fellow student or a member of the Maine College of Art & Design faculty or staff. The College may but is not required to postpone a scheduled hearing date if the advisor cannot attend on that date provided the College has given the parties at least five days notice of the date of the hearing. Advisors may also be parents, other relatives or attorneys, if it is a Title IX complaint. Advisors may not participate orally or in writing at the hearing. Any advisor who disrupts the Hearing or fails to follow these guidelines may be removed from the Hearing by the Chair. The Rules of Evidence as used by the state and federal courts do not apply and the hearing shall not be recorded. The Dean of the College will inform the charged party and the members of the Hearing Committee of the possible actions the Hearing Committee may take should it

determine there has been a violation of the sexual misconduct, anti- harassment and anti-discrimination policy.

The Hearing Committee shall make its decision based only on the evidence presented to it during the hearing itself, and the standard for making a determination that the violation has occurred and that discipline should be imposed shall be a preponderance of the evidence. Possible disciplinary actions include Written Warning, Probation, Suspension, or Dismissal. All members of the Hearing Committee shall vote and decisions are determined by a vote of the majority. The Chair will issue a written decision which shall include Findings of Fact to the parties within 10 business days of the close of the Hearing Committee's meetings on the complaint.

The decision of the Hearing Committee may be appealed to the President of the College by either party. The President may consider the Appeal or act through a designee. The appeal must be in writing and it must be filed in the President's Office within ten days of the date upon which the parties received the Hearing Committee's decision. The appeal (1) must be based on new information or evidence which was not and could not have been considered by the Hearing Committee and/or (2) must allege some significant procedural errors or conflict of interest by the Hearing Committee or one or more of its members that significantly impacted the outcome of the hearing. The President may meet with either party to the original complaint but is not required to do so. The President may consult with the Chair of the Hearing Committee as well as any members of the Administration not involved in the original decision of the Hearing Committee in making a final determination on the appeal. The President will issue a written decision to both parties within ten days of the receipt of the appeal in the President's Office. The President's decision shall be final.

PLEASE NOTE: All written decisions issued under this policy and involving students shall comply with the Federal Educational Rights and Privacy Act (FERPA).

C. Complaints Against Staff, Vendors or Guests

1. Complaints Against Vendors or Guests. When a complaint is made against a vendor or a guest to the College, the Executive Vice President who is also the Title IX Coordinator will decide what actions, if any, are to be taken and the Executive Vice President's decision will be final. The Executive Vice President may consult with any members of the senior administration before reaching a decision on any such complaint.

2. Complaints Against Staff. After the Executive Vice President receives the complaint, the Executive Vice President will meet with the complainant to discuss the complaint, supportive measures and resolution options. The Executive Vice President will discuss the anti-retaliation and the confidentiality policies with both parties.

If either party thinks there is a conflict of interest in having to report to the Executive Vice President, they should inform the Executive Vice President and ask the Executive Vice President to excuse themselves from hearing this complaint. If the Executive Vice President agrees, the Executive Vice President will request the President to appoint another individual to hear the complaint. If the Executive Vice President does not agree that there is a conflict of interest and either party is still concerned, either party may appeal the decision of the Executive Vice President to hear the complaint to the President. This appeal must be made within two days of the Executive Vice President's decision and the President will issue a decision on the alleged conflict of interest within ten days of receiving the appeal. The President's decision is final.

At any time after the receipt of the complaint the Executive Vice President, in consultation with other senior

administrators, if appropriate may take Supportive Measures or order Emergency Removal (outlined above) to restore or preserve access to MECA&D's education program or activity and to protect the safety of all parties and the school's educational environment.

The Executive Vice President or the Executive Vice President's designee (who may be an external investigator) will conduct any necessary investigation following the investigation process outlined above and that investigation will be completed within 20 days of the Executive Vice President's receipt of the complaint unless for good cause the Executive Vice President determines that more time is needed for the investigation. If the deadline is extended by the Executive Vice President both parties will be notified.

MECA&D retains the authority to place a non-student employee respondent on administrative leave during the investigation process.

If after an investigation the Executive Vice President decides that there is no basis to the complaint, the Executive Vice President will notify both parties in writing. Within ten days of the receipt of this decision either party may appeal the decision to the President who will make a final determination as to whether or not there is a basis to the complaint.

Possible Actions By the Executive Vice President for Complaints Against Staff

Alternative Resolution: At any time, the complainant may request or the Executive Vice President may suggest Alternative Resolution to resolve the complaint.

PLEASE NOTE: Alternative resolution is never an option available to the Executive Vice President when the complaint involves allegations of sexual misconduct by students against staff members even if both parties would agree to the process.

During the Alternative Resolution process the Executive Vice President or his/her designee will meet with both parties and may or may not meet with them together. A face-to-face meeting of the parties is not required. After the meetings, if the Executive Vice President thinks it is appropriate, s/he will propose a possible resolution to both parties. If both parties agree to the resolution proposed by the Executive Vice President, it will be put in writing and signed by both parties. If the parties do not agree to the resolution, or the Executive Vice President otherwise decides it is appropriate to terminate the Informal Resolution process, the Executive Vice President may then convene the Hearing Committee.

Hearing Committee: If Alternative Resolution is not appropriate or the Alternative Resolution process fails, the Executive Vice President will then ask the Director of Human Resources ("the Chair") to convene a panel of the Hearing Committee. The Director of Human Resources will act as Chair and will be a voting member of the panel; they will also select three faculty members and three staff members from among the appointed representatives to sit on the panel.

The Executive Vice President will present the case to the Hearing Committee and will not be a voting member. If the Hearing Committee should determine that further investigation is warranted or that additional information is needed, it will be conducted or provided by the Executive Vice President or the Executive Vice President's designee. The Executive Vice President, in consultation with the Chair, may present documentary evidence to the Hearing Committee. The parties may provide the Chair with copies of any documents they would like presented to the Hearing Committee. The Executive Vice President and the Chair shall have discretion to determine what, if any, documentary evidence shall be presented to the

Hearing Committee. All evidence presented shall comply with all applicable provisions of the Federal Educational Rights and Privacy Act ("FERPA").). The College will endeavor to complete all investigations and any hearing that may be necessary within sixty days of the receipt of the initial complaint. If the College is not able to meet this deadline, it will inform both parties and keep them both informed as to the new timeline

The Hearing Committee may call witnesses but it is not required to do so. The parties may also submit names of possible witnesses to the Chair, and the Chair, in consultation with the Executive Vice President, will decide which, if any, witnesses will appear before the Hearing Committee. If witnesses do appear before the Hearing Committee, the parties may question those witnesses within the discretion of and only indirectly through the Chair. If more than one witness is called before the Committee, all witnesses will be sequestered and will not be permitted to hear other witnesses testify. Once they have testified, the witnesses will be excused from the Hearing Committee room. If the complaint involves a charge of sexual misconduct, the parties are not required to appear in the Hearing Committee room together at the same time. The parties may submit written questions to the Chair and the Executive Vice President to be asked of each other before the Hearing Committee.

A list of the documents, if any, to be presented to the Committee and the witnesses, if any other than the parties, to be called shall be provided to the parties at least 48 hours prior to the time of the hearing.

The Hearing Committee meetings are not open to the public. Either party may have an advisor present with him or her. The advisor may be an individual from the College community, including an academic advisor, a fellow student or a member of Maine College of Art & Design's faculty or staff. The College may but is not required to postpone a scheduled hearing date if the advisor cannot attend on that date provided the College has given the parties at least five (5) days' notice of the date of the hearing. Advisors may also be parents, other relatives or attorneys, if it is a Title IX complaint. Advocates may not participate orally or in writing at the hearing. Any advisor who disrupts the Hearing or fails to follow these guidelines may be removed from the Hearing by the Chair. The Rules of Evidence as used by the state and federal courts do not apply and the hearing shall not be recorded. The Executive Vice President will inform the charged party and the members of the Hearing Committee of the possible actions the Hearing Committee may take should it determine there has been a violation of the sexual misconduct, anti- harassment and anti-discrimination policy.

The Hearing Committee shall make its decision based only on the evidence presented to it during the hearing itself, and the standard for making a determination that the violation has occurred and that discipline should be imposed shall be a preponderance of the evidence. All members of the Hearing Committee shall vote and decisions are determined by a vote of the majority. Possible disciplinary actions include Written Warning, Probation, Suspension, or Dismissal. The Chair will issue a written decision which shall include Findings of Fact to the parties within 10 business days of the close of the Hearing Committee's meetings on the complaint.

The decision of the Hearing Committee may be appealed to the President of the College. The President may consider the Appeal or act through a designee. The appeal must be in writing and it must be filed in the President's Office within ten days of the date upon which the parties received the Hearing Committee's decision. The appeal (1) must be based on new information or evidence which was not and could not have been considered by the Hearing Committee and/or (2) must allege some significant procedural errors or conflict of interest by the Hearing Committee or one or more of its members that significantly impacted the outcome of the Hearing. The President may meet with either party to the original complaint but is not required to do so. The President may consult with the Chair of the Hearing Committee as well as any

members of the Administration not involved in the original decision of the Hearing Committee in making a final determination on the appeal. The President will issue a written decision to both parties within ten days of the receipt of the appeal in the President's Office. The President's decision shall be final.

PLEASE NOTE: All written decisions issued under this policy and involving students shall comply with the Federal Educational Rights and Privacy Act (FERPA).

D. Complaints Against the President of the College

When the Chair of the Board of Trustees receives a complaint against the President of the College from the Title IX Coordinator, the Chair of the Board or the Chair's designee will meet with the complainant and discuss supportive measures and resolution options. The Chair of the Board or the Chair's designee will inform both parties of the anti-retaliation and confidentiality policies.

At any time after the receipt of the complaint the Chair of the Board may request a senior member of the administration to take Supportive Measures or order Emergency Removal (outlined above) to restore or preserve access to MECA&D's education program or activity and to protect the safety of all parties and the school's educational environment. Any actions involving the employment status or the terms of employment of the President of the College can only be carried out after a vote of the Board of Trustees.

If the Chair of the Board or the Chair's designee determines that additional investigation is required, the Chair of the Board or Chair's designee may request a member of the senior administration or designee (who may be an external investigator) to undertake the necessary investigation. The senior administrator shall report the results of the investigation only to the Chair of the Board or the Chair's designee. If the President objects to the senior administrator selected to conduct the investigation based on a perceived conflict of interest, the President may present the conflict of interest and request the Chair of the Board or the Chair's designee to select a different administrator to conduct the investigation. The Chair of the Board or the Chair's designee shall consult with two other members of the Board of Trustees chosen by the President and make a final determination on which administrator shall conduct the investigation.

If the Chair or the Chair's designee determines there is a basis for the complaint, the Chair shall convene a subcommittee of the Board of Trustees to review the complaint and to determine what, if any, disciplinary action should be taken against the President. This subcommittee shall consist of four members of the Board of Trustees and be chaired by the Chair of the Board who shall be a voting member. The Chair of the Board or the Chair's designee shall select two members of the subcommittee, and two members of the subcommittee shall be chosen by the President. The results of any investigation conducted shall be presented to the subcommittee by the senior administrator who conducted the investigation at the request of the Chair of the Board or the Chair's designee.

The subcommittee may meet with the parties but is not required to do so. The subcommittee meetings are not open to the public. If the President is asked to appear before the subcommittee, the President may be accompanied by a member of the Maine College of Art & Design faculty or staff or senior administration or an attorney. If a member of the faculty or staff is requested to appear before the subcommittee, he or she may be accompanied by a member of the faculty or staff of Maine College of Art & Design or an attorney. If a student is requested to appear before the subcommittee, he or she may be accompanied by a member of the faculty or staff, a fellow student from Maine College of Art & Design, a parent or other relative or an attorney. Advocates for any party may not participate orally or in writing in the subcommittee Hearing. Any advocate who disrupts the hearing in any way or fails to observe these guidelines may be removed from the Hearing by the Chair.

The subcommittee has the discretion to consider documentary evidence and may call witnesses. Both parties may supply the subcommittee with copies of documents they would like to have considered and with the names of witnesses they would like the subcommittee to call. It is entirely within the discretion of the subcommittee as to whether or not those documents will be considered or those witnesses asked to appear before the subcommittee. If witnesses are called before the subcommittee, parties may question those witnesses within the discretion of and only indirectly through the Chair. If more than one witness is called before the subcommittee, all witnesses will be sequestered and will not be permitted to hear other witnesses testify. Once they have testified, they will be excused from the subcommittee Hearing room. If the charges involve sexual misconduct, the parties are not required to be in the subcommittee Hearing room at the same time. The parties may submit written questions to the Chair or Chair's designee to be asked of each other before the Hearing Committee. The Rules of Evidence as used in state and federal courts do not apply and the hearings will not be recorded.

The subcommittee will, whenever possible, reach a decision within fourteen (14) days of the receipt of the complaint by the Chair of the Board of Trustees. The decision of the subcommittee must be based only on the evidence presented to it at its meetings and must be based on a preponderance of the evidence. All committee members must vote and the decision shall be based on a majority vote. If the decision involves disciplinary action against the President of the College, the Chair of the Board or Chair's designee will inform the President of the College personally of that decision as soon as possible after it is made. The complainant will also receive a copy of the subcommittee's written decision at the same time. The subcommittee's written decision must also include Findings of Fact.

Either party may appeal the decision of the subcommittee to the full Board of Trustees. The Chair of the Board or the Chair's designee and the members of the subcommittee will not vote on the appeal. Appeals must be filed with the Chair of the Board in writing within seven (7) days of the issuance of the decision by the subcommittee. The Chair of the Board will present the appeal to the full Board of Trustees and the Board will attempt to issue its final written decision within one month of its receipt of the appeal. The Board may request to speak with the complainant or the President but it is not required to do so. The meetings of the full Board of Trustees when it is acting on an appeal are not open to the public. The decision of the full Board of Trustees is final.

PLEASE NOTE: All written decisions issued under this policy and involving students shall comply with the Federal Educational Rights and Privacy Act (FERPA).

AIDS Policy

Maine College of Art & Design has established an AIDS (Acquired Immune Deficiency Syndrome) policy in order to protect both the rights of individuals infected with HIV (Human Immunodeficiency Virus) as well as the health and safety of all others at the institution. Maine College of Art & Design will not require HIV testing of either its students or its employees. Those who would like more information on HIV testing may contact off-campus health-care centers: refer to "Counseling and Health resources" at the back of this handbook. Information about an individual's HIV status may only be included in medical or health care records and not in general student or employee records. Furthermore, it is against the law to disclose HIV test results to anyone without the consent of the person tested. This means that no one, under any circumstances, may discuss or share records of HIV test results with anyone other than individuals designated in writing by the tested person. Disclosing someone's HIV test results without written consent may result in disciplinary action under College policy. In addition, Maine law states that anyone who discloses another's test results may be sued for actual damages and costs, plus a civil penalty, of up to \$5,000.

Nondiscrimination Policy

It is the policy of MECA not to discriminate on the basis of gender, gender identity, gender expression, sexual orientation, disability, genetic information, HIV status, race, age, religion, national or ethnic origin, or military/veteran's status in its educational programs, admissions policies, employment policies, financial aid, or other College administered programs. This policy is enforced by Federal Law under Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. It is also enforced under Maine law through the Maine Human Rights Act at 5 M.R.S.A. section 4551 et. seq.

Inquiries regarding compliance with these statutes may be directed to the Executive Vice President, Maine College of Art, 522 Congress St, Portland, Maine 04101, (800) 639-4808 or (207) 699-5045, or to Director, Office of Civil Rights, Department of Education, J.W. McCormack POCH, Room 701, Boston, MA. 02109-4557, (617) 223-9662 or the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333-0051, (207) 624-6050.

The Title IX Coordinator for MECA is the Executive Vice President, belicker@meca.edu or 207-699-5045.

Employee Handbook Acknowledgement Form

I have read and had an opportunity to ask questions about MECA&D's "Employee Handbook". I understand the information and guidelines described in the Handbook, and I agree to abide by them. Further, I understand that failure to abide by these guidelines may be cause for disciplinary action, up to and including termination of my employment.

I understand that I am an employee "at will" and that these guidelines do not represent a contract of employment, but rather serve as a summary. I understand that these guidelines, and the policies, procedures, and practices summarized in them, may be changed, modified, or deleted from time to time at MECA&D's discretion with or without advance notice.

If I have questions regarding the content or interpretation of these guidelines, I will bring them to the attention of my supervisor or the President.

Name_____

Date_____

Employee Signature_____