

May 11, 2018



310 Genesee Street
Utica, New York 13502

Phone 315•797•0000
Fax 315•797•5608
www.mwpai.org

Ms. Soojin J. Kim
150 Rivers Edge Drive, Unit 160
Medford, MA 02155

Dear Soojin:

It is our privilege to formally invite you to be the Munson-Williams-Proctor Arts Institute Artist-in-Residence in painting/drawing for the 2018/2019 academic year. Please review the parameters of the residency program closely before signing this agreement.

The School of Art and Design Artists-in-Residence Program consists of two emerging artists from different disciplines recruited via open call to live and work on the MWPai campus in Utica, NY for one academic year.

THE RESIDENCY:

This agreement made and entered into by Munson-Williams-Proctor Arts Institute, a non-profit organization located at 310 Genesee Street, Utica, NY hereinafter referred to as "MWPai" and an Artist-in-Residence, hereinafter referred to as "AIR".

Soojin J. Kim agrees to undertake the Artists-in-Residence Program as described in the body of this document and MWPai agrees to engage the AIR to undertake the Artist-in Residence Program according to the terms of this Agreement.

DURATION:

Residency will take place from August 20, 2018 to May 20, 2019. The AIR will arrive and depart on or about these dates.

MWPai PROVIDES:

- AIR will receive two stipend payments of \$1,250, the first being in September and the second being January, for a total of \$2,500
- Fall and Winter session non-credit teaching opportunities in our Community Arts Education program as paid compensation as a Community Arts Education Instructor, subject to enrollment and payment guidelines
- Second floor studio space located at MWPai's 601 Tracy Street building
- Joint spring exhibition, artist talk, winter open studio and promotion for these events
- AIR furnished apartment with private bedroom and shared living, kitchen and bath areas
- Cafeteria Meal plan (19 meals per week while college program is in session)

- Access to school facilities of the AIR's discipline subject to applicable security and safety policies and procedures

AIR RESPONSIBILITIES:

- Develop own work and studio practice in provided studio space
- Work with the Community Arts Education Coordinator and department to develop non-credit classes and workshops to teach prior to arriving
- Present a joint exhibition, lecture and open studio participation during residency
- Three hours a week of community arts involvement at the Institute or off campus
- Up to eight hours of weekly involvement with full-time MWPAI faculty in the AIR's discipline
- AIR will provide own materials and specialized equipment for studio practice
- Arrangements and cost of transportation to, during and from residency
- Additional costs of living and art materials

Project descriptions may be changed by agreement in writing of both the AIR and MWPAI. The Community Arts Education Coordinator will review other policies and procedures for AIRs.

EMPLOYMENT STATUS and PAYROLL:

STIPEND: The AIR will receive a total stipend of \$2,500 paid in two equal installments, the first \$1,250 on September 6, 2018 with the second installment of \$1,250 on January 10, 2019. Stipend payments will be made through MWPAI's regular payroll and subject to applicable federal and state income tax withholdings.

MOVING EXPENSES – MWPAI will reimburse the AIR up to \$500 in moving expenses upon submission of original receipts, clearly documenting the items submitted and will be made in accordance with allowable expenses under the IRS Code. Please see IRS Publication 521 Moving Expenses for additional information on taxable and non-taxable moving expenses.

COMMUNITY ARTS EDUCATION INSTRUCTION: Compensation for teaching non-credit classes and/or workshops in MWPAI's Community Arts Education Program will be paid in accordance with our regular payroll processing for CAE Instructors. Classes are subject to enrollment guidelines and may be cancelled if they do not meet minimum enrollment requirements.

ART ALIVE – As part of the hourly commitment of the AIRs to "Community arts involvement at the Institute", AIRs are asked to participate in 3 to 4 Art Alive Family Day events in the Museum of Art. Participation includes meeting with the Museum of Art Education Department, designing 3 simple crafts to be facilitated at the Art Alive event and assistance on the day of the event. These 3 to 4 event responsibilities will be divided between the two AIRs, with one taking the lead and the other supporting and vice versa.

AIR EXHIBITION – AIRs are expected to launch a joint spring exhibition. The residency offers limited financial support for installation of the exhibition and limited technical support. AIRs are responsible for budgeting their exhibition and assessing technological needs well in advance of installation. MWPAI provides an exhibition card, opening reception and advertising for the exhibition.

PRATTMWP – The PrattMWP hourly commitment outlined in the residency description could include demos in college classes as requested by faculty, participation in critiques as requested by faculty, special projects that may arise through faculty collaborations, participation in student exhibition openings, attending other visiting artist lectures, or potentially, teaching. Actual time commitment may fluctuate from week to week but should be reflective of general program involvement.

PARTICIPATION IN OTHER RESIDENCIES OR PROGRAMS:

MWPAI's Artists-in-Residence program should be the focal point of the AIR during the length of this residency. However, we understand that an unanticipated special circumstance may present itself to an AIR to experience another special opportunity of limited duration during the residency. THE AIR will discuss the special opportunity with the Community Arts Education Coordinator and the impact the special opportunity may have on MWPAI's residency program. The Community Arts Coordinator will consider the request and, if feasible, may provide leave from the MWPAI Artist-in-Residence Program to the AIR.

HOUSING:

Residing on campus is a condition of residency. The AIR will share a furnished two-bedroom apartment at 1212 State Street. MWPAI will provide a fully furnished, lockable bedroom to each AIR. The AIR will have shared living, kitchen and bath areas with the second AIR. The apartment will be equipped with some kitchen basics, internet connection, campus and local telephone service. The AIRs are responsible for their own housekeeping, laundry, garbage and trash removal. AIRs should bring their own bed linens, blankets, towels, and cleaning supplies.

LAUNDRY:

Laundry facilities are provided for 24 hours per day at the Hart Street/Plant Street laundry room or laundry may be done in the 1212 State Street building (first floor) between the hours of 7 pm and 8 am Monday through Friday or on weekends. AIRs are responsible for cleanliness of the 1212 State Street laundry room and the proper use of the washer and dryer (includes ensuring machines are shut off properly and lint is cleaned from the filter after each dryer load). AIRs should report any operating malfunctions immediately to Security to prevent serious damage to the machines or building.

MWPAI expects the AIR to maintain a safe and healthy environment for our students and to abide by Institute policies and procedures.

- Housing is provided for the resident only. MWPAI is not able to provide long term accommodations to spouses, significant others, or children. Pets are not allowed in housing or studios or other buildings of MWPAI.

- Periodic routine security and safety checks are made through all MWPAI buildings for annual fire alarm systems, NYS fire checks, monthly fire extinguisher and emergency light checks, etc. The AIR will be notified in advance of the need to enter the AIR apartment to perform these checks and will normally be performed during regular daytime business hours.
- Routine repairs requests may be made through the Director of Facilities' Administrative Assistant or Security Office and will be performed during regular daytime business hours. The AIR will be provided advance notice.
- Emergency entry into the AIR apartment will only be made to respond to fire, mechanical (heat, water, plumbing, etc), medical emergency, etc. when directed by the Security and Safety Director or officer in charge.
- AIR apartment and studios are non-smoking as well as all MWPAI buildings (classrooms, library, student center cafeteria, offices and restrooms). Certain outdoor areas are designated as smoking areas for students, faculty and staff.
- Premises must be kept clean and free of trash and garbage. Garbage and trash disposal containers are located close to the AIR residence for regular use. The Supervisor of Maintenance and Grounds may be contacted for items needing special disposal.
- Normal wear and tear in the residence is expected. However, damage repair beyond normal wear and tear may be billed to the AIR. No permanent alterations may be made to the apartment by the AIR.
- The AIR apartment is equipped with smoke and carbon monoxide detectors which are not to be disabled at any time. Findings of deliberate tampering with any security device will result in immediate eviction from premises and may result in criminal charges. The AIRs are required to participate in fire drills and are required to evacuate the building whenever a fire alarm sounds in the building.
- The integrity of the security and safety of the apartment and studio buildings must be maintained at all times. Keys and prox card are to be kept safe and not loaned to any other individual to enter the building without permission. Notify security immediately if keys or prox card are lost. A fee will be charged to replace lost or intentionally damaged keys or prox card.
- Quiet Hours/Courtesy Hours: AIRs living on campus must observe the focus of the environment and not create disturbances from the residence. The Human Resources Office and Maintenance and Grounds break room are housed on the first floor of 1212 State Street. The Human Resources office normal business hours are Monday – Friday, 8 am to 7 pm (occasionally later) and the Maintenance and Grounds break room is used from 7 am to 12:30 am 7 days per week.

VISITING GUESTS:

During the residency, the AIR may have guests stay with them in their assigned living space and must confer with their fellow resident prior to having guests. The AIR is responsible for all food, expenses, damages that their guest incurs during their stay. Guest must register their vehicles with security.

PARKING:

There is ample parking in the Museum of Art parking lot, Grounds parking area or other parking areas of MWPAL. The AIR will be provided a staff parking sticker at no-charge which must be placed on their vehicle window to allow security to identify the AIR vehicle and ability to park in one of the Institute's parking lots. Car keys will be left with Security if the AIR is planning to be away from campus for a period of time (i.e. Christmas Holiday) in the event the car needs to be moved for an emergency or for plowing or other use of the parking spot.

STUDIO and FACILITIES:

MWPAL assigns a studio space to the AIR based on his/her work requirements at the 601 Tracy Street building at the southern end of the campus. Studio space is partially divided between the two AIR spaces. Each studio area is roughly 650 square feet and located on the second floor. MWPAL has the right of access to the AIR studio space at any time with or without reasonable notice.

THE AIR is responsible for bringing specialty equipment or tools used in their daily studio practice, including computers, to the residency. The majority of studio work should take place in the AIR studio space. Permanent changes or alterations that require drilling into the walls or ceilings, electrical or plumbing, must be submitted to the Community Arts Education Coordinator and the Director of Facilities and Security for review and approval. Certain installations, repairs or alterations may only be made by MWPAL engineering and building trades staff or licensed contractors.

Tracy Street Studios are part of the alcohol and drug free campus. Consumption of alcohol or illegal recreational drugs is not permitted in studios, classrooms or any MWPAL building by any individual. Personal consumption of alcohol in AIR apartment or at MWPAL sponsored events and receptions where alcohol is served by caterers with the required state permits are not governed by this agreement. All buildings on the MWPAL campus are smoke-free.

Reasonable use of facilities within the School of Art and Design may be permitted and should be coordinated with the School of Art Registrar and Community Arts Education Coordinator in advance. Conflict with PrattMWP and community art classes and open lab/studio times will be avoided. Security and maintenance will be provided notice to ensure AIR may enter and exit the building and/classroom.

DOCUMENTATION:

AIRs agree to include the name of the residency program with documentation or publication of artworks made during the residency period. MWPAL reserves the right to use selected photos from events, classes, exhibitions, lectures, and studio visits in program and Institute promotions and alumni sections.

CODE OF CONDUCT:

During the residency, the AIR agrees to respect MWPAL facilities, including all communal and shared spaces throughout the campus. THE AIR is expected to conduct him/herself in an appropriate manner and respect others in residence and on campus and is responsible for his/her own actions as they pertain to local, state and federal laws and regulations.

The AIR is expected to follow the policies and procedures of MWPAl, the School of Art and Design and the specific department of the residency.

Non-fraternization with PrattMWP Students and Title IX deserves special mention. The relationship between AIR and PrattMWP and CAE students should be one of professional cooperation and respect. AIRs have a responsibility to conduct themselves in a manner that will maintain an atmosphere that is conducive to learning. It is the policy of Munson-Williams-Proctor Arts Institute to prohibit any type of close personal relationship between an AIR and a PrattMWP or CAE student that may reasonably be perceived as unprofessional, including, but not limited to the perception of a dating relationship. AIRs shall not entertain students, socialize with students or spend an excess amount of time with students in such a manner as to reasonably create the impression that an unprofessional relationship exists. It is also the policy of the Institute to prohibit any type of sexual relationship, sexual contact, or sexually-nuanced behavior between an AIR and an enrolled PrattMWP or CAE student without regard to the student's age. This includes internet chat rooms, "Facebook", "Twitter" and similar websites, cell phone, email, texts, and all other forms of electronic or other non-electronic forms of communication. This prohibition applies to students of the same or opposite sex of the AIR. It also applies regardless of whether or not the student or AIR initiates the sexual behavior, and whether or not the student welcomes the sexual behavior and /or reciprocates the attention. The Institute will promptly investigate all reasonable allegations of prohibited AIR/student relationships and will utilize the investigation procedures in place for complaints of sexual harassment or inappropriate relationships within the Institute. Violation of this policy may result in cessation of the residency and/or eviction of the AIR from campus provided housing.

PROBLEM RESOLUTION:

In the case of a problem or dispute arising in regards to this residency and MWPAl, the matter shall be handled under the MWPAl Problem Resolution procedure as outlined in the Staff Personnel Policy Handbook. If efforts at problem/dispute resolution fail, then either party has the right to serve notice that they wish to terminate the agreement and end the residency.

MWPAl reserves the right to terminate a residency if there is an indication that the AIRs behavior during the residency will or does jeopardize the quality of the experience for other AIRs, students, collaborations with affiliate organizations, and/or community relations.

INSURANCE:

MWPAl does not carry health insurance, personal injury or theft/renter's insurance for its AIRs and should the AIR desire this coverage, the AIR may obtain and pay for insurance coverages.

EQUAL Opportunity:

It is the policy of MWPAl that there shall be no discrimination with respect to selection of the artist in residence because of race, color, sexual orientation, religion, national origin, gender, age, physical limitations or military status.

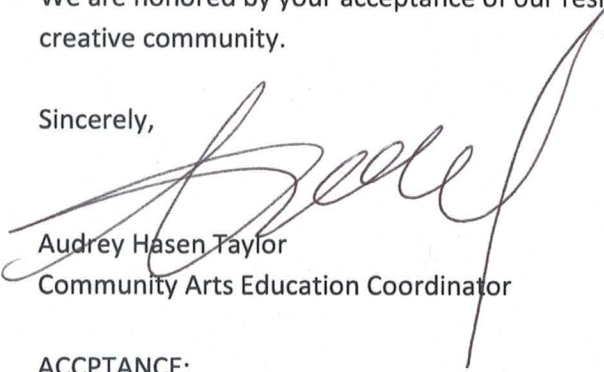
BACKGROUND SEARCH AND OTHER FORMS:


The AIR agrees to allow MWPAL to perform a criminal history background search. Human Resources will have you complete a security release form and arrange the fingerprinting appointment when you arrive on campus. An entrance interview will be scheduled on the first day of the residency to assist you with completion of employment forms to place you on payroll and to review policies and procedures as contained in our handbooks (Staff Personnel Policy, Emergency Action Plan and Hazardous Communications, MWPAL & PrattMWP Security Policy, MWPAL Sex Discrimination, Sexual Harassment and Sexual Misconduct Policy).

Please return the signed agreement and completed form to Human Resources.

We are honored by your acceptance of our residency offer and look forward to introducing you to our creative community.

Sincerely,

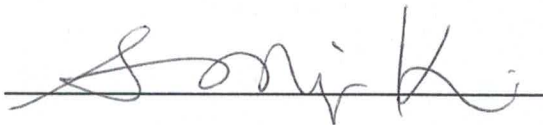

Audrey Hasen Taylor
Community Arts Education Coordinator


Jeanette R. Breish
Human Resources Director

ACCEPTANCE:

I, Soojin J. Kim, accept the terms and conditions as outlined above for the Munson-Williams-Proctor Arts Institute Artist-in-Residence.

Signature:



Date:

5/24/2018

Space Assignment:

Studio: Tracy Street Studio 202
Residence: 1212 State Street

Enclosure:

Academic Calendar