

Living University

# Legislative Handbook for 2014

2301 Crown Centre Drive, Suite A; Charlotte, NC 28227-7705



[www.livinguniv.com](http://www.livinguniv.com)

### **Campus Business Hours**

Living University administrative offices are open daily from 8:30 a.m. to 12:00 noon and 1:00 to 5:00 p.m. Monday through Thursday and from 8:30 a.m. to 12:00 noon and 1:00 to 4:00 p.m. Friday. The offices are closed on Saturdays and other times as set forth on the University calendar.

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### **Changes in Articles, Bylaws, Statutes, and Administrative Regulations**

This publication is not a contract or offer to contract. The Board of Regents, University executive officers, and their agents, reserve the right to change information herein without notice when circumstances warrant such action.

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# Board and Administration

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## BOARD OF REGENTS

### ***Members of the Board***

#### *Class of 2014*

Rodney G. King, Boughton, United Kingdom  
Dexter B. Wakefield, Charlotte, North Carolina  
Bruce Tyler, Clarendon, Australia

#### *Class of 2015*

Martin L. Fannin, Knoxville, Tennessee  
Jonathan W. McNair, Schodack Landing, New York  
James P. Meredith, Matthews, North Carolina

#### *Class of 2016*

Richard F. Ames, Mint Hill, North Carolina  
Douglas S. Winnail, Ph.D., Matthews, North Carolina  
Stuart Wachowicz, Edmonton, Alberta, Canada

#### *Ex-Officio*

Roderick C. Meredith, Th.D., Charlotte, North Carolina

### ***Officers of the Board***

Roderick C. Meredith, Th.D., Chair  
Douglas S. Winnail, Ph.D., Vice Chair  
Michael P. Germano, Ed.D., J.D., Secretary and President of the University  
F. Thomas Turner II, Assistant Secretary

### ***Executive Committee of the Board***

Roderick C. Meredith, Th.D., Chair  
Douglas S. Winnail, Ph.D., Vice Chair  
Richard F. Ames  
Dexter B. Wakefield

## UNIVERSITY ADMINISTRATION

Michael P. Germano, Ed.D., J.D., *President of the University*  
Scott D. Winnail, Ph.D., *Executive Vice President and Dean of Faculty*  
D. Jerry Ruddlesden, *Financial Controller*  
Suzanne Pyle, *Director of Human Resources*  
F. Thomas Turner, II, *Director of Legal Affairs and Risk Management*  
Kenneth L. Frank, Jr., *Registrar and Director of Admissions*  
Michelle R. Broussard, *Assistant Registrar*



# User's Guide

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This handbook contains the legislation of the Board of Regents of Living University. Also included, as the first chapter, are the Articles of Incorporation of Living University. Amendments and revisions of these documents are indicated by the date of the amendment or revision by means of footnotes. For the Articles of Incorporation and Board legislation their original language is permanently preserved in the official minutes of the Board of Regents. This handbook reflects the status of these documents as of the date of publication.

Board legislation consists of Bylaws and Statutes. Legislation concerning the organization, procedures and functions of the Board of Regents is classified as Bylaws. Legislation concerning the broad structure, policies and procedures of the internal operating organization of the University is classified as Statutes of the Board.

Administrative rules and procedures governing the internal operations of the University are classified as Administrative Regulations. These are issued by the President of the University as part of the President's rule making authority in such documents as but no limited to the LU *General Catalog* and various manuals and handbooks. Administrative Regulations are not part of this handbook.



# Chapter 1 Articles of Incorporation

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We, the undersigned, natural persons of the age of eighteen (18) years or more, do hereby amend and restate a nonprofit corporation under the laws of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Nonprofit Corporation Act", and the several amendments thereto, and to that end do hereby set forth:

## Article 1-Corporate Name

The name of this corporation is Living University.

## Article 2-Principal Office

The street address and county of the registered office of the corporation is:

**2.1** 2301 Crown Centre Drive  
Charlotte, NC 28227-7705

**2.2** County of Mecklenburg

## Article 3-Corporate Status

This corporation is a nonprofit corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

**3.1** This corporation is not authorized to issue stock.

**3.2** The period of this corporation's duration is perpetual.

**3.3** This corporation shall not have members.

## Article 4-Purposes

The purposes for formation of this corporation are educational and religious within the meaning of Internal Revenue Code Section 501(c)(3) and *N.C. Gen. Stat. § 55A-2-02(a)(2)*. Specifically, the primary purpose of this corporation is to create, establish, and carry on a church-related educational institution of higher learning within the state of North Carolina, wherein graduates of accredited high schools, private secondary schools, and other persons of equivalent academic attainment, may pursue their education.

The further purposes of this corporation, without limitation on the generality of the foregoing, are the following:

**4.1** To provide programs of formal instruction and other learning opportunities as well as to engage in research and public service, all of sufficient diversity to be relevant to the changing needs of individuals, the Church, and society.

**4.2** To establish colleges, schools, divisions, and departments for the study of any and all the learned and liberal professions and technical disciplines.

**4.3** To confer such academic degrees, both for undergraduate and for graduate studies, as may be merited on the recommendation and advice of the faculty.

## Article 5-Powers

This corporation shall have all the powers of a natural person, subject to any limitations of law, in order to carry out this corporation's purposes, including, without limitation on the generality of the foregoing, the following powers:

**5.1** All the powers presently set forth in *N.C. Gen. Stat. § 55A-3-02* and any other powers subsequently added thereto. This provision shall include any amended or reenacted corresponding provision.

**5.2** The power to issue all degrees or diplomas evidencing the completion of courses of instruction authorized by law and consistent with generally accepted standards in recognized colleges and universities; to confer appropriate academic honors; and to print and publish materials appropriate for an institution of higher learning.

**5.3** The power to liaise with local and international organizations, maintain and participate in a network here and abroad to assist in the pursuit of its purposes.

**5.4** Any and all other powers necessary and convenient to carry out the purposes of this corporation as set forth in Article 4 hereof.

## Article 6-Directors

All power and authority of this corporation shall be exercised by or under the direction of the board of directors which shall be known as the Board of Regents.

The number of directors constituting the initial Board of Regents of this corporation is seven (7) and the names and addresses of the persons who are to serve as the initial regents are:

Roderick C. Meredith	2301 Crown Centre Drive; Charlotte, NC 28227-7705
Richard F. Ames	2301 Crown Centre Drive; Charlotte, NC 28227-7705
Douglas S. Winnail	2301 Crown Centre Drive; Charlotte, NC 28227-7705
Dibar K. Apartian	2301 Crown Centre Drive; Charlotte, NC 28227-7705
J. Davy Crockett, III	2301 Crown Centre Drive; Charlotte, NC 28227-7705

## Article 7-Restrictions and Requirements

This corporation shall not pay dividends or other corporate income to its directors or officers or otherwise accrue distributable profits or permit the realization of private gain. This corporation shall have no power to take any action prohibited by the North Carolina Nonprofit Corporation Act.

This corporation shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. This corporation shall have no power to take any action that would be inconsistent with the requirements for receiving tax deductible charitable contributions under *Internal Revenue Code Section 170(c)(2)* and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, this corporation shall have no power to:

**7.1** Engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.

**7.2** Serve a private interest other than one that is clearly incidental to an overriding public interest.

**7.3** Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.

**7.4** Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for elective public office. The prohibited activities include the publishing or distributing of statements and any other direct or indirect campaign activities.

**7.5** Have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

**7.6** Distribute its assets on dissolution other than for one or more exempt purposes.

**7.7** Permit any part of the net earnings of this corporation to inure to the benefit of any private individual.

**7.8** Carry on an unrelated trade or business except as a secondary purpose related to this corporation's primary, exempt purposes.

## **Article 8-Fiscal Year**

The fiscal year of this corporation shall begin on July 1 each year and conclude on the following June 30.

## **Article 9-Dissolution<sup>1</sup>**

Dissolution of the corporation shall be accomplished in the following manner:

**9.1** Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debt and obligations of this corporation, and after compliance with the applicable provisions of N.C. Gen. Stat. § 55A-14-03, the remaining assets of this corporation shall be distributed to the Living Church of God (International), Inc., a North Carolina nonprofit religious corporation (NC SOSID: 0783290), with its principal offices located at 2301 Crown Centre Drive, Charlotte, NC 28227-7705, provided it is tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor statutes, for one (1) or more purposes that are exempt under North Carolina statutes pursuant to franchise and income taxes.

**9.2** In the event the Living Church of God (International), Inc., a North Carolina nonprofit religious corporation (NC SOSID: 0783290), is not so exempt at the time it is to take title to such assets, then such assets shall be vested in a nonprofit fund, foundation, corporation, or organization, with beliefs, goals, aims and purposes similar to and compatible with those of the Church, and tax-exempt under Section 501(c)(3) of the United States Internal Revenue Code of 1986 and of which the Presiding Evangelist of the Church, or his successor pursuant to the *Canons of Evangelistic Discipline of the Living Church of God* (the "Canons"), is the principal, or leading principal.

**9.3** Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or

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<sup>1</sup> The Articles of incorporation were filed February 27, 2007. On February 25, 2008, Articles of Restatement were filed to correct language in Article 9 on dissolution.

to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes.

### **Article 10-Agent for Service of Process**

The name and address in the State of North Carolina of this corporation's agent for service of process is:  
F. Thomas Turner, II  
2301 Crown Centre Drive  
Charlotte, NC 28227-7705.

### **Article 11-Limitation on Liability of Directors**

To the extent consistent with the requirements for qualification as a tax-exempt corporation described in Section 501(c)(3) of the Internal Revenue Code, and except as otherwise provided herein, to the fullest extent permitted by applicable law no director of the Corporation shall have any personal liability for monetary damages arising out of any action whether by or in the right of the Corporation or otherwise for breach of any duty as a director. This Article shall not impair any right to indemnity from the Corporation or any other immunity from civil liability that any director may now or hereafter have. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director with respect to acts or omissions occurring prior to such repeal or modification.

### **Article 12-Indemnification**

This corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to this corporation regardless of the provisions in the Act governing indemnification. As subsequently provided in the Bylaws of the Board of Regents of Living University, the Board of Regents shall have the power to define the requirements and limitations for this corporation to indemnify directors, officers, or others related to this corporation.

### **Article 13-Construction**

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

### **Article 14-Incorporators**

The names and street address of the incorporator is:  
J. Davy Crockett III, 2301 Crown Centre Drive; Charlotte, NC 28227-7705

### **Article 15-Amendments to Articles**

The Articles of Incorporation of this corporation may be changed or amended and additional Articles may be adopted at any regular or special meeting of the Board of Regents by not less than a two-thirds (2/3) vote of those present subject to the approval and consent thereto by the Board of Directors of Living Church of God (International), Inc., a North Carolina nonprofit religious corporation (NC SOSID: 0783290), with its principal office located at 2301 Crown Centre Drive; Charlotte, NC 28227-7705, as expressed by not less than a two-thirds (2/3) vote of the members of said Board of Directors present at any meeting, provided that in the case of each of these boards:



**15.1** A notice of the intention to change, amend, or add to the Articles of Incorporation in whole or in part (which notice may be included in the call for the meeting) shall have been duly given to the members of the Board of Regents by mail, postmarked not less than one (1) week prior to a meeting.

**15.2** Such notice shall be in writing and shall include the exact wording of the proposed changes or amended and additional Articles.



# Chapter 2 Bylaws of the Board

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## Article 1–Identification

### 1.1 Name

This educational institution, a nonprofit North Carolina corporation, shall be known as Living University.

### 1.2 Location

Living University shall be and remain located in the county of Mecklenburg, state of North Carolina, and may establish and conduct branches, and have offices, at such other places as the Board of Regents may from time to time designate, or as the business of the institution may require.

**1.2.1** The principal office of Living University, a non-profit corporation, in the state of North Carolina shall be located in the county of Mecklenburg.

**1.2.2** The registered office of the Corporation maintained in the state of North Carolina, may be, but need not be, identical with the principal business office of Living University in the state of North Carolina, and the address of the registered office may be changed from time to time by the Board of Regents.

## Article 2–Board of Regents

### 2.1 General Powers

All power and authority of this Corporation shall be exercised by or under the direction of the Board of Directors, known as and referred to herein as the “Board of Regents” or the “Board,” with each member of said Board being referred to herein as a “Regent.”

### 2.2 Specific Powers

Without prejudice to the general powers of the Board of Regents, and in accordance with and subject to the further provisions of these Bylaws, it is hereby expressly declared that the Board of Regents shall have and exercise the following specific powers:

**2.2.1** To approve the mission and scope of the University.

**2.2.2** To be the policy-making body of the University ultimately responsible for ensuring that the financial resources of the institution are adequate to provide a sound educational program.

**2.2.3** To employ and appoint a President of the Corporation and the University, as chief executive and administrative officer, other officers of the Corporation and the University, members of the faculty, and all such employees as may be necessary; to define their powers, duties, and terms of employment; and to adopt and apply rules of tenure. And further shall have the power to displace any or such of them as

the interests of the institution may require, and to fill vacancies which may happen by death, resignation, or otherwise, among such officers and personnel.

**2.2.4** To establish colleges, schools, divisions, and departments for the study of any and all the learned and liberal professions and disciplines and to confer such academic degrees, both for undergraduate and for graduate studies, as may be merited on the recommendation and advice of the faculty.

**2.2.5** To confer such honorary degrees on distinguished persons as may, in the judgment of the Board, be merited.

**2.2.6** To approve the course of studies and other programs to be pursued in the University, and to establish the necessary broad principles and policies for the governance and direction of the officers, faculty, employees, and students of the University.

**2.2.7** To authorize and direct all expenditures involved in the operation of the University.

## **2.3 Number of Members**

There shall be not more than sixteen (16), nor less than five (5), members of the Board of Regents of which not more than fifteen (15), nor less than four (4), shall be appointed members and one (1) member shall serve ex officio. Two (2) members of the Board of Regents may be appointed as public members.

### **2.3.1 Ex Officio Member**

The President of the Living Church of God (International), Inc., hereinafter Living Church of God, who shall at all times fill the office of Chair of the Board of Regents, shall be an ex officio member of the Board of Regents.

### **2.3.2 Appointed Members**

**2.3.2.1** Qualification. Each appointed member of the Board of Regents shall be of good reputation and above reproach in his or her community.

**2.3.2.1.1** Except for public members, each appointed member shall be and remain a member in good standing of the Living Church of God at the time of and during his or her term of appointment.

**2.3.2.1.2** Except for public members, if for any reason an appointed member of the Board of Regents does not remain a member of the Living Church of God in good standing during his or her term of appointment, then such Regent shall be disqualified from serving which shall constitute his or her removal from the Board without the necessity of further action.

**2.3.2.1.3** During their term of office public members shall be and remain in harmony with the philosophy and principles of the University and those of its principal sponsor, the Living Church of God. A public member shall not attempt to subvert that philosophy or those principles, nor shall he or she advocate or encourage the acceptance of a contrary philosophy or contrary principles, nor otherwise

intentionally undermine or seek to disparage the Statement of Fundamental Beliefs or the Canons of Evangelistic Discipline of the Living Church of God.

**2.3.2.2** Appointments. Appointed members to the Board of Regents shall be made by nomination and recommendation of the Executive Committee, consent of two-thirds (2/3) of the members of the Board of Regents present at any meeting, and formal ratification of the proposed appointed member by the Board of Directors of the Living Church of God.

**2.3.2.3** Term of Appointment. Each appointed member of the Board of Regents shall serve for a term of three (3) years except as otherwise herein provided.

**2.3.2.3.1** In order to provide for staggered tenures, of this Board as first constituted by designation in the Articles of Incorporation two (2) members shall serve for three (3) years, two (2) members for two (2) years as the Board shall determine. For purposes of these Bylaws these four (4) individuals shall be deemed appointed members.

**2.3.2.3.2** Each new member thereafter appointed shall be designated for and shall serve such initial term as the Board of Regents shall determine, but not more than three (3) years, such that the term of appointment for about one-third (1/3) of the appointed members shall expire annually.

**2.3.2.3.3** A term of appointment shall expire on June 30 in the year of expiration but he or she shall continue to serve until a successor

Regent has been ratified by the Board of Directors of the Living Church of God.

**2.3.2.3.4** There shall be no limit on the number of terms that any appointed member may serve.

#### **2.3.2.4** Removal of Appointed Members

**2.3.2.4.1** The Board of Regents is empowered to remove any appointed member of the Board prior to the expiration of his or her current term for good cause. A Regent may be removed but only at a meeting called for that purpose, and the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is the removal of the Regent. The removal of a Regent shall be effective when, in the judgment of the Board as expressed by a two-thirds (2/3) consent of the members present at any meeting at which a quorum is present. Good cause shall include, but shall not be limited to: (a) the failure or unwillingness of a Regent to abide by the Bylaws, Statutes, Administrative Regulations of the University; (b) the failure or unwillingness of a Regent to carry out his or her duties in accordance with applicable law or the policies and procedures of the University, including attending half or more of regularly scheduled meetings of the Board of Regents over a two-year period (absent a showing of reasons acceptable to the Board); (c) the failure to maintain confidentiality with respect to any

confidential knowledge or any knowledge or information, other than that which is public information, of or relating to board matters; or (d) any action by a Regent that may negatively reflect on the University.<sup>2</sup>

**2.3.2.4.2** Further, any public member may be removed when, in the judgment of the Board as expressed by a two-thirds (2/3) consent of the members present at any meeting, such Regent has attempted to subvert the underlying philosophy and principles of the University or those of its principal sponsor, the Living Church of God, or has advocated or encouraged the acceptance of a contrary philosophy or contrary principles, or otherwise intentionally undermined or sought to disparage the Statement of Fundamental Beliefs or the Canons of Evangelistic Discipline of the Living Church of God.

#### **2.3.2.5 Vacancy of an Appointed Member**

A vacancy on the Board of Regents, including a vacancy resulting from the removal of a Regent, shall be filled pursuant to the section on appointments as set forth above. A Regent may resign at any time by providing notice in writing to the Chair. In the case of a resignation that will become effective at a specified later date, the vacancy may be filled before the vacancy occurs, but the new Regent may not take office until the vacancy occurs. Any such appointment to fill a vacancy shall be for the unexpired term of such Regent.

## **Article 3–Meetings of the Board**

### **3.1 Regular Meetings<sup>3</sup>**

Regular meetings of the Board shall be held at least three times each calendar year, at 10:30 a.m. at the principal office of the corporation, on the first Wednesday of each month, or on the next succeeding business day if the first Wednesday is a holiday.

**3.1.1** Regular meetings shall be held in August, January, and June, but additional regular meetings may be scheduled by the Board.

**3.1.3** The Annual Meeting shall be the regular meeting scheduled in August of each academic year or such other meeting as shall be annually directed by the Board.

### **3.2 Special Meetings**

A special meeting of the Board of Regents for any lawful purpose may be called at any time by the Chair of the Board or by at least two (2) of its members.

**3.2.1** A special meeting called by any person entitled to call a meeting shall be called by written request. The request shall specify the general nature of the business proposed to be transacted, and shall be submitted to the Chair of the Board.

**3.2.2** Once received, the Chair shall cause notice to be given promptly to the entire Board. Such notice shall state that a meeting will be held at a specified time and date fixed by the Board. The meeting date

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<sup>2</sup> Article 2.3.2.4.1 amended 11/9/2012.

<sup>3</sup> Article 3.1 amended 6/03/2009.

shall be at least thirty (30) days, three (3) in the case of an emergency, but no more than ninety (90) days, seven (7) in the case of an emergency, after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person or persons requesting the meeting may give the notice.

**3.2.3** No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

### **3.3 Meeting by Teleconference**

The Board of Regents, and any committee thereof, may hold a meeting by conference telephone or by similar communications equipment, hereinafter teleconference, in which one or more Regents participating in the meeting, whether in person or by electronic means, can hear each other.

**3.3.1** The notice of a meeting where Regents may participate by means of a teleconference shall state the fact that the meeting can be so attended.

**3.3.2** Nevertheless, participation of a Regent in any meeting by teleconference shall constitute the personal presence of that Regent at the meeting.

**3.3.3** With respect to all other rules of the Board regarding meetings, these remain the same for meetings utilizing a teleconference.

### **3.4 Decision Without Meeting**

Any decision required or permitted to be made at a meeting of the Board of Regents, or any committee thereof, may be made without a meeting.

**3.4.1** A decision without a meeting may be made if a written consent to the decision is signed by all of the persons entitled to deliberate on the matter.

**3.4.2** The original signed consents shall be placed in the Corporation minute book and kept with Corporation's records.

**3.4.3** Such action by written consent shall have the same force and effect as the unanimous vote of such Regents.

### **3.5 Notices**

Written notice of all meetings shall be sent to each member at his or her last known address at least one (1) week in advance of any meeting.

**3.5.1** The Secretary or Assistant Secretary shall serve all notices required by law or by the Bylaws of the Board of Regents and, in case of their absence, inability, refusal or neglect to do so, by the Chair or Vice Chair of the Board, or any five (5) members of the Board.

**3.5.2** Notices shall include an agenda for the meeting.

**3.5.3** Any new business that is not held over from a previous meeting or not listed on the agenda shall require the affirmation of not less than a two-thirds (2/3) majority of those in attendance for passage.

**3.5.4** Any notice required or permitted by these Bylaws to be given to a member, officer, or member of a committee may be given by first class mail, postage prepaid, or by e-mail, telephone, or telegram.

**3.5.4.1** If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid.

**3.5.4.2** If said notice is sent by e-mail, addressed to the person at his or her e-mail address as it appears on the records of the corporation. A notice shall be deemed to be delivered upon the electronic return of a read receipt.

**3.5.4.3** If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address appears on the records of the corporation.

**3.5.4.4** If given by telephone, a notice shall be deemed to be delivered when actual notice is verbally given to said individual personally. A voice mail message does not fulfill this provision.

**3.5.4.5** A person may change his or her address, e-mail address, and telephone number by giving written notice to the Secretary or Assistant Secretary.

**3.5.5** Whenever any notice is required to be given under the provisions of the North Carolina Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

**3.5.6** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **3.6 Quorum**

**3.6.1** The Quorum for all Board meetings will be a majority of the members of the Board, provided that either the Chair, or Vice-Chair is present, otherwise the quorum will be no less than seventy-five percent (75%) of the remaining Board members and all decisions must then be by unanimous consent of all members present except as otherwise provided for in these Bylaws.

**3.6.2** Any number less than a quorum present at a meeting, duly called, may adjourn from time to time until a quorum shall be in attendance.

## **3.7 Place of Meeting**



Regular and special meetings of the Board shall be held at the principal office of Living University unless otherwise ordered by the Board.

## **Article 4–Officers of the Board**

### **4.1 Officers**

The officers of the Board shall consist of the Chair, Vice Chair, Secretary, Assistant Secretary, and such other officers as the Board may determine. The offices of Chair and Vice Chair shall be held by members of the Board. Other officers appointed by the Board need not be appointed from its members.

### **4.2 Selection and Tenure of Officers**

The President of the Living Church of God shall serve as Chair of the Board of Regents. Other officers of the Board shall be chosen by and serve at the pleasure of the Board except, as heretofore provided in these Bylaws.

### **4.3 Determination of Duties**

The officers of the Board shall perform the duties expressly enjoined upon them by the laws of this state and by the Bylaws and Statutes of the Board and such other incidental duties as pertain to their respective offices.

### **4.4 Duties of the Chair and Vice Chair**

All meetings of the Board shall be presided over by the Chair of the Board.

**4.4.1** In addition the Chair shall:

**4.4.1.1** Appoint, except as otherwise provided for, all committees of the Board including the designation of the chairs of such committees.

**4.4.1.2** Execute all deeds, mortgages, leases, bonds, contracts and other documents duly authorized by the Board, except where other provision is made by the Board.

**4.4.1.3** Perform such other duties as the office may require.

**4.4.1.4** Bear the honorary designation Chancellor of the University and shall exercise such ceremonial acts as would thereunto pertain.

**4.4.2** The Vice Chair shall preside in the absence of the Chair, assume the powers and authority of the Chair in the Chair's absence or disability, and discharge any other functions delegated to the Vice Chair by the Chair or the Board.

### **4.5 Duties of the Secretary**

A true and full record of all meetings of the Board shall be kept by the Secretary of the Board who shall promptly furnish a copy of the minutes of each regular or special meeting of the Board and of the Executive Committee to all members of the Board and to the President.

**4.5.1** In addition the Secretary shall:

**4.5.1.1** Notify all committees of the Board of their appointment and furnish to them a copy of all resolutions or orders assigning functions to such committees.

**4.5.1.2** Record all calls for meetings of the Board and shall notify all members of such meetings; keep in a separate book a current and complete record and text of the Bylaws and Statutes of the Board; and attest the same by his or her signature whenever required.

**4.5.1.3** File in such book all written consents of members of the Board to any action taken without a meeting.

**4.5.1.4** Be custodian of the corporate seal and shall affix it to attest to the authenticity of the signature of any officer of the Board, or to the contractual authority of the President and the authenticity of the President's signature for the prosecution of routine activities of that Office and approved programs and projects, or in other cases as provided by law or as authorized by the Board.

**4.5.1.5** Such officer shall not affix the corporate seal to any document attesting to his or her own signature.

**4.5.2** An Assistant Secretary shall have such powers and duties as may be assigned to him or her by the Secretary or by the Board.

**4.5.2.1** If the Secretary is absent, disqualified from acting, unable to act or refuses to act, the Assistant Secretary shall have the powers of, and perform the duties of, the Secretary. The performance of any such duties shall, in respect of any other person dealing with the Corporation, be conclusive evidence of his or her power to act.

**4.5.2.2** He or she shall have all such further powers and duties as generally are incident to the position of Assistant Secretary.

## **Article 5–Committees of the Board**

The Board of Regents may establish such standing committees and such ad hoc committees as it deems necessary to secure and protect the institution's welfare. The Chair of the Board shall appoint the members of all committees.

### **5.1 The Executive Committee**

**5.1.1** The Executive Committee shall consist of four (4) members of the Board.

**5.1.2** The Chair of the Board of Regents shall appoint such members to the Executive Committee at the annual meeting of the Board, and an appointed member shall hold office for one (1) year and until a successor is appointed. In addition, the Chair of the Board shall designate one (1) member to act as chair of the Executive Committee. The Chair of the Board may elect to serve as a member and chair of the Executive Committee.

**5.1.3** The President of the University shall be an ex-officio member of the Executive Committee with only advisory privileges.

**5.1.4** The Executive Committee, during intervals between meetings of the Board, shall have and exercise all powers, privileges, and prerogatives of the Board, except with respect to matters of delegation not authorized by law, to act on matters of such emergency that they should not be postponed until a called or a regular meeting.

**5.1.5** The Executive Committee shall have authority to transact such routine business as may arise during the recess of the Board and to act for the Board in all matters of an emergency nature upon which immediate decisions are necessary for the present welfare of the Corporation. The chair of the Executive Committee shall act as an immediate advisor to the President on interim affairs.

**5.1.6** The Executive Committee shall normally meet at least once a month and special meetings may be called at any time by its chair. Regular meetings may be dispensed with by the Committee or by its chair. Two (2) members must be in attendance to constitute a quorum.

**5.1.7** The Executive Committee shall keep minutes of its meetings which shall be provided to the Board of Regents at or before the next meeting of the Board.

## **5.2 Special Committees**

**5.2.1** Special committees may be appointed from time to time as the Board may deem desirable.

**5.2.2** Such committees are subordinate to the Board and subject to the instruction and direction of the Board.

**5.2.3** Regular meetings of special committees may be dispensed with by the committee or by its chair. Two (2) members must be in attendance to constitute a quorum.

**5.2.4** Each committee shall be discharged automatically at the annual meeting unless the Board takes specific action to continue it beyond that period.

## **Article 6–The Board and the Chief Executive Officer**

### **6.1 The President**

The President, as chief executive and administrative officer of the Corporation and the University, shall be appointed by the Board of Regents and shall serve at its pleasure. Moreover,

**6.1.1** The President shall execute and enforce the Statutes adopted by the Board and shall perform such other duties as may be assigned by the Board of Regents;

**6.1.2** The consent of at least one-half (1/2) of the total membership of the Board shall be required for the initial appointment of the President or the termination of the President's services as such; and

**6.1.3** From time to time, the Board shall fix the President's salary;

**6.1.4** In the President's absence an Executive Vice President shall serve as the chief executive and administrative officer of the Corporation;<sup>4</sup> and

**6.1.5** The University shall provide both the President and the Executive Vice President with fleet vehicles for official business and personal use.<sup>5</sup>

## **6.2 Powers and Duties**

The President shall be empowered to execute all documents and exercise all executive and administrative powers necessary to such office except those powers as are reserved to the Board. The President shall:

**6.2.1** Be responsible for the internal self-governance structure of the University including, but not limited to, the administration of academic affairs, institutional advancement, institutional research, business and financial affairs, and student services;

**6.2.2** Monitor educational and financial performance, consulting with the Board in a timely manner on matters appropriate to its policy-making and fiduciary functions;

**6.2.3** Lead the University to accomplish its mission and goals;

**6.2.4** Serve as the Corporation's and the University's key spokesperson;

**6.2.5** Participate in the drafting of agendas for meetings of the Board in consultation with the Chair;

**6.2.6** Control the institution's fund-raising activities exclusive of institution-related foundations that are independent and separately incorporated;

**6.2.7** Have ultimate responsibility for, and exercises appropriate administrative and fiscal control over, the institution's intercollegiate athletics program;

**6.2.8** Assign to University executive officers, administrative officers, faculty, and staff of the University powers, duties and responsibilities, and they shall be responsible to the President and the Board of Regents for the performance thereof, as well as for those powers, duties and responsibilities specifically vested in them by Statutes of the Board;

**6.2.9** Exercise such other powers, duties and responsibilities as are delegated or assigned by the Board of Regents; and

**6.2.10** Serve as an ex-officio, non-voting member of the Board and all Board Committees with only advisory privileges.

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<sup>4</sup> Amended 03/19/2014.

<sup>5</sup> Amended 03/19/2014.

### **6.3 Board Communications**

The President shall serve as the principal liaison officer and official channel of communication between the Board and all subordinate executive and administrative officers, faculty, staff, and students of the University; and, in this connection, they each shall have direct access to the Board, consistent with such procedures as the Board shall from time to time declare. The President shall attend all Board meetings unless instructed to the contrary by the Board, and shall inform and advise the Board with respect to the internal operations of the University and its relationships.

### **6.4 Employment**

All personnel appointments shall be subject to the approval of the President or designee thereof; however, the appointment of any dean, but not assistant or associate deans, and any administrator reporting directly to the President, shall be subject to approval of the Board of Regents.

### **6.5 President's Annual Report**

On or before the annual meeting each year, the President shall make an annual report to the Board of Regents concerning the previous year, pertaining to the affairs of the University and including recommendations with respect thereto.

### **6.6 Emergency Powers**

In emergencies involving situations beyond the normal condition of the University, the President shall, within the limits of available funds or unappropriated surplus, have the power to act with dispatch in matters involving the University. Any such actions, together with reasons thereof, shall be reported promptly to the Board.

## **Article 7–Conflict of Interest**

All Regents shall disclose to the Board any possible conflict of interest. A Regent shall not participate in the decision making process with regard to any matter in which said Regent has a conflict of interest and the minutes of Board meetings shall report the disclosure and the abstention of said Regent from participation.

## **Article 8–Indemnification**

### **8.1 Power to Indemnify**

Subject to, and to the extent consistent with, the requirements for qualification of the Corporation as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board is authorized to indemnify its Regents and officers to the full extent permitted by the laws of the State of North Carolina.

**8.1.1** Any person who at any time after the adoption of these Bylaws serves or has served as a Regent of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein, and any modification or repeal of these provisions for

indemnification shall be prospective only and shall not affect any rights or obligations existing at the time of such modification or repeal.

**8.1.2** Such right shall inure to the benefit of the legal representatives of any such person, shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this Bylaw, and shall not be limited by the provisions for indemnification in

Sections 55A-8-51 through 55A-8-56 of the North Carolina Nonprofit Act or any successor statutory provisions.

## **8.2 Insurance**

The Board shall have power to secure or purchase and maintain insurance on behalf of any Regent, officer, employee, or agent of the corporation, its affiliated or subordinate organizations, or their predecessors or successors, against any liability asserted against or incurred by them in such capacity or arising out of their status as such whether or not the Corporation would have the power to indemnify them against such liability.

## **Article 9–Dissolution**

Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debt and obligations of this corporation, and after compliance with the applicable provisions of N.C. Gen. Stat. § 55A-14-03, the remaining assets of this corporation shall be distributed to the Living Church of God, provided it is tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor statutes, for one (1) or more purposes that are exempt under North Carolina statutes pursuant to franchise and income taxes.

In the event the Living Church of God is not so exempt at the time it is to take title to such assets, then such assets shall be vested in one of the following organizations, corporations, or other entities, provided the same are described within, and shall use said assets for religious purposes within the meaning of, Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor statutes:

**9.1** The Council of Elders of the religious denomination known as “Living Church of God (an international religious group)”, an unincorporated association, of which Roderick C. Meredith, Presiding Evangelist (or his successor Presiding Evangelist in terms of the Canons of Evangelistic Discipline of the Living Church of God), is the principal or leading principal, or in the event it is unable to take title for any reason, then to:

**9.2** The organization, corporation or other entity appointed by the Chair of the Board of Regents of Living University, a North Carolina non-profit corporation.

## **Article 10–Disclosures<sup>6</sup>**

### **10.1 Annual Financial Report**

Not later than one hundred twenty (120) days after the close of the Corporation’s fiscal year the President or designee thereof shall provide the Board of Regents a report of independent accountants, or if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. The President or designee thereof shall furnish a copy to all Regents, the Board of Directors of Living Church of God, and otherwise make it public.

### **10.2 Disclosure of Certain Transactions and Indemnifications**

The President shall furnish to the Board of Regents a statement of any transaction or indemnification described in NC § 55A-16-21 of the North Carolina Nonprofit Corporation Act (NCGS §55A), if such a transaction or indemnification took place.

## **Article 11–Board Legislation**

### **11.1 Classification of Board Legislation**

Legislation by the Board of Regents shall be classified as (1) Bylaws and (2) Statutes. The Board shall adopt, alter, revise, or repeal such Bylaws and Statutes, for the conduct of the business of the Corporation and the general governance of the University.

#### **11.1.1 Bylaws**

Legislation concerning the organization, procedures, and functions of the Corporation and the Board of Regents shall be classified as Bylaws. These Bylaws, and amendments thereto, shall become effective immediately on their adoption unless the Board, in adopting them as hereinafter provided, provides that they are to become effective at a later date.

#### **11.1.2 Statutes**

Board legislation concerning the broad structure, operational principles, broad over-arching policies, and guidelines for the internal organization of the University shall be classified as Statutes.

**11.1.2.1** The board intends the Statutes to provide the broad principles, wide-ranging policies, required courses of action, and guidelines for institutional operations and activities to be carried out by the University.

**11.1.2.2** These Statutes, and amendments thereto, shall become effective immediately on their adoption unless the Board, in adopting them as hereinafter provided, determines that they are to become effective at a later date.

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<sup>6</sup> Article 10 amended 12/18/2008.

## **11.2 Amendment of Board Legislation**

The Bylaws and Statutes of the Board may be changed or amended and additional Bylaws and Statutes may be adopted at any regular or special meeting or the Board by the affirmation of at least two-thirds (2/3) of those present, provided that:

**11.1.2** A notice of the intention to change, amend, or add to the Bylaws and Statutes in whole or in part (which notice may be included in the call for the meeting) shall have been given to the members of the Board of Regents by mail, postmarked not less than one (1) week prior to a meeting.

**11.1.2** Such notice shall be in writing and shall include the exact wording of legislation proposed.

## **11.3 Consultation**

It will be the practice of the Board whenever practicable, to submit to appropriate subordinate University authority for comment and recommendation, prior to final action by the Board, any proposed Statutes with respect to the internal operation of the University. The Board's freedom of action with respect to matters thus submitted shall not, however, be restricted by the recommendations made. Provided, however, that the failure to consult as provided in this shall not invalidate any action by the Board or be a violation of these Bylaws.

## **11.4 Judicial Authority**

The Board retains its final judicial authority with respect to the interpretation and enforcement of the Bylaws and Statutes and with respect to any controversy that may arise thereunder.

**15.4.1** The Board also retains its freedom to refuse jurisdiction, when in its opinion the judgment of subordinate authority should be determinative.

**15.4.2** The Board also retains its power to withdraw any specific case from the jurisdiction of the President or of any other agency of the University when, in the opinion of the Board, such action will best serve the purposes of justice.



# Chapter 3 Statutes of the Board

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## Article 1 Internal Operating Organization

### 1.1 Intent of the Statutes

The Board of Regents, acknowledging its ultimate accountability to the Living Church of God (International), Inc., hereinafter referred to as Living Church of God or occasionally as Church, shall adopt Statutes that enables the University as a church-related institution to formulate and carry out its mission in a manner consonant with the best interests of the Church while relevant to the changing needs of individuals, the Church, and society. It is the intent of the Board of Regents to adopt Statutes to provide broad principles and policies of institutional operations to be carried out by the University.

### 1.2 Delegation to the President

The relationship between the Board of Regents and the President of the University shall be such that having once been selected by the Board of Regents, with the assistance and involvement of appropriate advisory groups, the President shall function with full autonomy in all spheres excepting those reserved to the Board of Regents.

### 1.3 Matters Reserved to the Board of Regents

The Board of Regents shall:

**1.3.1** Approve and support a mission and scope for the University which recognizes its uniqueness as a church-related institution;

**1.3.2** Set institutional policy with regard to support;

**1.3.3** Set institutional policy concerning custody, obligation, and expenditure of funds;

**1.3.4** Approve new programs and substantial changes in existing programs;

**1.3.5** Deal with land holdings;

**1.3.6** Award major contracts and approve employment contracts;

**1.3.7** Serve as final recourse for internal grievances;

**1.3.8** Approve major alterations of internal organization, academic programs, capital facilities, and personnel policies;

**1.3.9** Encourage coordination of all administrative and organizational levels of the University; and

**1.3.10** Involve itself in any matter which is of exceptional concern.

## Article 2 Educational Philosophy, Mission, and Core Values

### 2.1 Educational Philosophy

**2.1.1** We believe that the mission of Living University, a church-related institution sponsored by the Living Church of God, is that of teaching with a focus on facilitating the development of the whole person for Christian leadership and service.<sup>7</sup> To this end,

**2.1.1.1** We hold that it is the primary purpose of the University to provide programs of formal instruction, research, public service, and other learning opportunities, with sufficient diversity to be relevant to the changing needs of the individual, the Church, and society; and

**2.1.1.2** We hold that the University, as it endeavors to realize excellence in instruction and other learning opportunities, should seek to provide meritorious programs of research and public service adequate to support this underlying purpose.

**2.1.2** We also believe that fundamental to the accomplishment of its mission the University must foster a profound dedication to the search for and dissemination of truth. To this end,

**2.1.2.1** We hold that the University should provide a learning environment that stimulates and promotes intellectual curiosity, supplies the tools to transform information into knowledge and understanding, arouses the social and moral conscience of its students and cultivates in them a willingness to respond to the global needs of mankind;<sup>8</sup>

**2.1.2.2** We hold that faculty members, staff, students, administrators, and regents should be committed to and supported in their pursuit of knowledge, evidence, and truth;

**2.1.2.3** We hold that the University, like numerous other church-related institutions of higher learning, should consider and forthrightly teach that the Bible presents the essence of spiritual truth;

**2.1.3** We believe, in harmony with the long-standing practice of church-related institutions of higher learning, that the University should carry on its educational work in terms of our belief in the validity of the biblical message; and

**2.1.4** We believe that these principles impose a special trust upon the faculty, individually and collectively, as educational officers of the University.

**2.1.5** We further believe that Living University, as it endeavors to fulfill its underlying mission of instruction with efficiency and accountability, should seek to achieve the following ends:

**2.1.5.1** To pursue excellence in instruction and other learning opportunities in an environment of scholarship, innovation, culture, academic freedom, and devotion to true values;

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<sup>7</sup> Amended 12/18/2008; 03/19/2014.

<sup>8</sup> Amended 03/19/2014.

**2.1.5.2** To enhance the individual development of character, personality, and true values by fostering and maintaining an academic community emphasizing moral, social, ethical, cultural, and spiritual standards;

**2.1.5.3** To provide undergraduate curricula as the University has competency and resources;<sup>9</sup>

**2.1.5.4** To make available academic advisement and counseling that will aid individuals, according to their personal needs and motivation, in identifying and achieving their educational goals;

**2.1.5.5** To extend equal educational and related opportunities to a diversity of qualified individuals, regardless of race, sex or ethnic background, from local, national, and international communities; and

**2.1.5.6** To provide ministerial education for those called for service as ordained or full-time ministers of the Living Church of God and relevant learning opportunities for all called to be spiritual pillars in the Church and community.

## **2.2 Mission**

The mission of Living University as a Christian institution of higher learning is to provide programs of formal instruction and other learning opportunities, as well as meritorious programs of research and public service adequate to support its underlying charge of delivering instruction, of sufficient diversity to be relevant to the changing needs of the individual, the Church, and society.<sup>10</sup>

Living University seeks to provide primary and support programs which effectively and efficiently fulfill and promote the fulfillment of its mission.

### **2.2.1 Primary Programs**

Specific objectives for institutional primary programs are:

- The University shall provide instruction at the associate and baccalaureate level in general education as well as in the arts and sciences, selected business and professional disciplines, and theology within the capacity of the institution's resources;<sup>11</sup>
- The University shall extend opportunity for course work in a distance learning format to the growing Living population of nontraditional learners;
- The University shall encourage those forms of research which promote the University's commitment to excellence in instruction and which support the current needs of the students and faculty; and
- The University shall engage in public service activities that makes accessible its resources and capabilities for the specific purpose of meeting the needs of the Church as well as responding to a local need or assisting in resolving a local challenge in a manner consistent with the mission and purpose of the institution and furthering the growth and development of its students.

### **2.2.2 Support Programs**

Specific objectives for institutional support programs are:

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<sup>9</sup> Amended 01/05/2011.

<sup>10</sup> Article 2.2 amended 09/04/2008; 11/09/2012; 03/19/2014.

<sup>11</sup> Article 2.2.1 amended 01/05/2011; 03/19/2014.

- The University shall provide academic support through academic computing services, media services, graphics services, and ancillary services to assist faculty and students in instruction, research, and public service programs;
- The University shall provide library services to help meet the information needs of its students, faculty and staff and the Living Church of God international headquarters workforce by acquiring and providing access to materials in appropriate formats and in sufficient quantity, depth and diversity to support teaching, learning and basic research, and by preserving the textual tradition of the Living Church of God and its antecedent fellowships both in print and in electronic forms in an Archive and Special Collections Repository;<sup>12</sup>
- The University shall provide student development services to enhance individual development of true values in character, personality, and leadership by fostering and emphasizing moral, social, ethical, cultural, and spiritual standards within the academic community;
- The University shall provide institutional support through executive management, fiscal operations, institutional research, administrative computer support, institutional advancement, and other services which coordinate to effectively promote and fulfill its mission;
- The University shall provide a physical plant operations program related to maintaining existing grounds and facilities, providing for utility services, and planning and designing future plant expansion and modification;
- The University shall provide funds for scholarships and grants-in-aid without discrimination to those students who demonstrate need, scholastic achievement, or meritorious achievement; and
- The University shall provide auxiliary enterprises as needed.

### **2.2.3 Basis of Planning and Assessment**

As part of the planning process, the aforementioned primary and support program objectives shall be further delineated and set forth in operational terms in the Strategic Long-Range Plan. This shall occur annually. To set forth these objectives in operational terms means that:

**2.2.3.1** For each primary and support program objective a set of statements, with suitable comprehensiveness and depth, shall be developed to furnish further meaning related to the accomplishment of that objective.

**2.2.3.2** Statements shall be developed for each objective with such detail and specificity that persons reading the statements will interpret them the same way.

**2.2.3.3** Statements shall be expressed in a way that they can be assessed and evaluated quantitatively and qualitatively.

### **2.2.3 Review and Revision**

Triennially the President shall initiate a comprehensive review of the Mission and Scope for the University. The President shall report to the board the results of the triennial review together with any proposed revision.<sup>13</sup>

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<sup>12</sup> Amended 03/19/2014

<sup>13</sup> Article 2.2.3 amended 06/03/2009.

## 2.3 Core Values

The motto of the University shall be “Recapture True Values.” University core values shall be Leadership, Service, Commitment, Integrity, Excellence, Culture, and Creativity.<sup>14</sup>

## Article 3 Organization of the University

### 3.1 Administrative Organization

#### 3.1.1 The President of the University.

The President, as the chief executive officer of the University is hereby empowered to execute all documents and to exercise all executive and administrative powers necessary for the discharge of the office except such powers as are reserved to the Board of Regents. The President of the University shall:

**3.1.1.1** Assist in formulating Statutes for adoption by the Board of Regents;

**3.1.1.2** Carry out approved Statutes governing the management of academic, business, student affairs, and other operations of the University delegating execution to administrative aides and heads of appropriate functional areas;

**3.1.1.3** Direct the development, improvement, and evaluation of the statement of mission and scope for the University and recommend changes to the Board of Regents;

**3.1.1.4** Develop and recommend budgets to the Board of Regents and control the allocation of university expenditures within the framework of budgets approved by the Board of Regents;

**3.1.1.5** Devise and assume primary responsibility for the internal organization of the University administration, including but not limited to academic, business, and student affairs, and the development and management of the physical plant and auxiliary services;

**3.1.1.6** Provide necessary leadership in educational development, such leadership to be consistent with appropriate internal delegation of policy responsibility to the faculty and other advisory groups, with encouragement of advice from these groups whenever delegation is not appropriate;

**3.1.1.7** Appoint all academic and nonacademic (staff) personnel pursuant to, and within the, limitation of powers delegated by the Board of Regents;

**3.1.1.8** Inform the Board of Regents of all matters important to operation, management, control, and maintenance;

**3.1.1.9** Cooperate with the Board of Regents in the periodic evaluation of the President’s own effectiveness;

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<sup>14</sup> Article 2.3 amended 08/09/2008.

**3.1.1.10** Represent the University in its relationship to external agencies in local, state and federal government;

**3.1.1.11** Assume primary responsibility for the external relations activities of institutional advancement including but not limited to fund raising and alumni relations; and

**3.1.1.12** Provide initial and continuing support and leadership in the planning process and in the development of the Strategic Long-Range Plan and assessment processes.

### **3.1.2 The Role of the President in Academic Matters**

**3.1.2.1** The President shall be a member of the University Faculty and shall be its presiding officer, and an ex officio member of all the standing committees, divisions, and all university-wide councils within the President's jurisdiction.

**3.1.2.2** It shall be the responsibility of the President to keep the instruction, public service, and research programs and the organization of the University under critical scrutiny and review and, if demonstrable need for change in any area arises, initiate, after consultation with appropriate advisory bodies, such revisions, additions, or reorganizations as the situation calls for, subject to securing any necessary authority from the Board of Regents.

### **3.1.3 Internal Administrative Structure<sup>15</sup>**

Except as reserved to the Board of Regents in its legislation, the President as the chief executive officer of the Corporation has overall responsibility for the internal administrative structure of the University.

**3.1.3.1** The officers of the Corporation, and thereby the University, are the President of the University, the Executive Vice President, other Vice Presidents, Associate Vice Presidents and Assistant Vice Presidents. While the President is responsible directly to the Board all other officers shall be responsible to the President.

**3.1.3.2** The President shall cause a clear line of administrative responsibility and authority in the absence of the President to be published and distributed to the University community.

## **3.2 Educational Organization**

### **3.2.1 Definition**

The term educational organization refers to the units and organizations of the University immediately engaged in performing educational functions and to various bodies directly associated with the conduct of these activities.

### **3.2.2 Educational Units**

Within the framework of the University, action upon faculty and administrative proposals for the establishment, allocation, and abolition of schools, divisions, departments, bureaus, and other

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<sup>15</sup> Article 3.1.3 amended on 03/19/2014.

educational units, and of curricula and degrees is a function of the Board of Regents, except as authority for action on such proposals is expressly delegated to the President of the University.

### **3.2.3 The University Faculty**

#### **3.2.3.1 Membership**

The University Faculty shall consist of the President, all vice presidents, deans (including associate and assistant), all individuals holding a professorial rank as a professor (assistant, associate, or full), adjunct professor (assistant, associate or full), visiting professor (assistant, associate or full), or professor emeritus, as well as all instructors, lecturers, graduate assistants, designated librarians, and designated administrators. Such designation shall be made by the President.

#### **3.2.3.2 The Presiding Officer**

The Presiding Officer of the University Faculty shall be the President of the University or the President's delegated representative.

#### **3.2.3.3 Responsibilities**

The University Faculty is the agency designated by the Board of Regents to formulate policies of university-wide application concerning the educational functions of the University, subject to the approval of the President of the University.

## **Article 4 Faculty Professional and Ethical Relationships**

### **4.1 Purpose**

The University shall operate under the following principles defining professional and ethical relationships including loyalty to the University and academic freedom and responsibility. The purpose of this statement is to provide for mutual understanding concerning the special obligations and charge relating to principles of academic freedom and responsibility in a church-related institution.

### **4.2 Overview**

A central purpose of an institution of higher learning is to facilitate the development of the whole person. To that end, it is a primary purpose of Living University, as a church-related institution, to provide formal programs of instruction and other learning opportunities that stimulate and foster intellectual curiosity, that supply the tools to transform information into knowledge and understanding, that arouse the social and moral conscience of its students, and that cultivates, in its students, a willingness to respond to the global needs of mankind. Fundamental to the accomplishment of these purposes is a profound dedication to the search for, and dissemination of, truth. Therefore, the faculty, students, administrators, regents, and staff shall be committed to, and supported in, their pursuit of knowledge, evidence, and truth.

### **4.3 Spiritual Truth**

The University, like numerous other church-related institutions of higher learning, considers and forthrightly teaches that the Bible presents the essence of spiritual truth. In harmony with the

long-standing practice of church-related institutions, the University carries on its educational work in terms of this belief in the validity of the biblical message.

#### **4.4 Conduct**

These principles impose a special trust upon the faculty, individually and collectively, as educational officers of the University. Thus, faculty members shall conduct themselves in a prudent, responsible, and ethical manner as members of the University community. Moreover they shall act in good faith and shall exhibit honesty, integrity, and exemplary conduct.

#### **4.5 Loyalty to the University**

Members of the faculty shall be selected and retained from those who voluntarily are in harmony with the philosophy and principles of the University and its principal sponsor the Living Church of God.

**4.5.1** All who are appointed to the faculty shall reflect the character of the University and Church by their conduct, speech, and appearance, either on or off campus, to students, their families, the alumni, and to the public.

**4.5.2** By accepting a faculty appointment, and by continuing in such employment, members of the faculty indicate their agreement to abide by the following standards:

**4.5.2.1** To be in harmony with the philosophies and principles of Living University and its principal sponsor, the Living Church of God, with the understanding that faculty members shall not be required to adopt such philosophies or principles as their personal religious convictions.

**4.5.2.2** To be honest in all behavior. Therefore, a faculty member shall not do, or cause another to do, any act which is dishonest or unethical. This includes but is not limited to cheating, plagiarizing, knowingly giving false information.

**4.5.2.3** To respect the personal rights of others. Therefore, a faculty member shall not physically or verbally abuse any person, engage in any conduct which threatens or endangers the health or safety of others, obstruct or disrupt the study of others, interfere without proper authority with the performance of official duties by university officers or employees such as instruction, research, disciplinary, administrative, or other functions of the University, or interfere without proper authority with other authorized activities on university premises.

**4.5.2.4** To respect the property rights of others. Therefore, a faculty member shall not do, or cause another to do, any act which diminishes the property rights of another or interferes with use, possession or enjoyment of, or title to the property of another. This includes but is not limited to theft, concealment, damage or misuse of the property of others, wrongful appropriation or reproduction of the published material of another.

**4.5.2.5** To obey, honor, and sustain the law of the land.



**4.5.2.6** To avoid substance abuse of any kind or type which shall include, but not be limited to, the possession, use, or distribution of any illegal substance (as defined by applicable law), except as prescribed by a licensed medical practitioner, or the possession, use, or distribution of any lawful substance in any manner that is socially irresponsible.

**4.5.2.7** To comply with the Statutes of the Board, university policies, procedures, rules, and regulations as they presently exist or shall from time to time be amended or adopted promulgated by the University through its Board of Regents, University executive officers, and their agents.

**4.5.2.8** To live a moral life which includes, but is not limited to, abstinence from all sexual relations outside the bonds of heterosexual marriage.

**4.5.2.9** To observe high standards of taste and decency which includes, but is not limited to, refraining from disorderly, lewd, indecent or obscene conduct or expression.

**4.5.2.10** To observe all university standards pertaining to dress and grooming.

## **4.6 Academic Freedom and Responsibility**

### **4.6.1 Definition**

Academic freedom shall be understood to mean that a trust of full responsible freedom is placed in members of the faculty. Therefore, as educational officers of an institution of higher learning and members of learned professions, faculty members are free, except as otherwise provided in these statutes, to carry out their academic responsibilities of research, learning, instruction, publication, and oral presentation.

### **4.6.2 Purpose**

The central purpose of the University assumes a profound dedication to truth and faculty members must be free to seek and teach truth. Academic freedom is critical to the search for truth. Truth once discovered and understood only has value to the extent it is communicated truthfully to others both by example and instruction. The purpose of academic freedom, therefore, is to provide opportunity for faculty and students to examine all pertinent data, to question assumptions, to challenge conclusions, to be guided by the evidence of scholarly research, and to teach and study the substance of a given field. Academic freedom is a privilege that carries with it duties and responsibilities correlative with the rights and privileges of free educated men and women.

### **4.6.3 Privileges**

**4.6.3.1 Pursuit of Knowledge.** Faculty members are encouraged in their pursuit of knowledge and truth within their subject and are expected to inform their students of different viewpoints about secular knowledge.

**4.6.3.1 Freedom in Research.** Faculty shall be entitled to full responsible freedom in research and in the publication of the results subject to adequate performance of their other academic duties.

**4.6.3.1 Freedom from Censorship.** When faculty members speak or write as citizens, they shall be free from institutional censorship or discipline, subject to their obligation to uphold the ethical and professional standards imposed on them as a result of their position of trust in the University and in the community.

#### **4.6.4 Responsibilities**

**4.6.4.1** Although faculty members are entitled to such freedom in the classroom they should avoid persistently presenting material which has no relation to the subject.

**4.6.4.2** Faculty shall encourage students to sift, to question, and to become involved as learners. Therefore, the faculty shall distinguish between personal convictions, opinions, or theories and facts, proven conclusions, and present relevant data. Opinions, convictions, or theories must be labeled as such. Facts, proven conclusions, and relevant data must be fairly and objectively presented. Above all, the faculty has an affirmative duty to act with integrity in the presentation of material for the purpose of protecting the rights of the students and the virtue in the learning process.

As faculty members are granted respect in personal belief as their private concern, and are equally respected in the constitutional rights of the citizen, it shall likewise be expected that as men and women of learning, and as educational officers, faculty members shall respect, and not exploit, their position of trust. The faculty should remember that the public may judge their profession and the University by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate they are not institutional spokespersons.

#### **4.6.5 Limitations**

As students have elected to attend Living University based upon its fundamental philosophy and principles, the University considers it a matter of integrity and supreme trust that faculty members be in harmony with the philosophy and principles of the University and those of its principal sponsor, the Living Church of God. Further, a faculty member shall not attempt to subvert that philosophy or those principles, nor shall he or she advocate or encourage the acceptance of a contrary philosophy or contrary principles, nor otherwise intentionally undermine or seek to disparage the *Statement of Fundamental Beliefs* or the *Canons of Evangelistic Discipline* of the Living Church of God.

## **Article 5 Human Resources**

### **5.1 Definitions**

#### **5.1.1 Academic Year**

The forty-one (41) week period, commonly referred to as the Spring and Fall Semesters, referenced in employment contracts for academic year appointees the specific dates of which are determined by the President.

### 5.1.2 Board

The Board of Regents of Living University.

### 5.1.3 Employee

Any person whose name appears on a university payroll, except student appointees.

### 5.1.4 Employment Administration

The appointment, employment, work load, reassignment, promotion, demotion, salary adjustment, space assignment, termination, and all other terms and conditions of employment for employees.

### 5.1.5 Faculty Member

All persons holding academic rank.

### 5.1.6 Fiscal Year

July 1 through June 30.

### 5.1.7 Student Appointees

Student workers and graduate assistants. Student appointees, that is student workers and graduate assistants, are not employees except in the limited cases where they are considered such by law.

### 5.1.8 Student Worker

A person appointed part-time and duly registered as a student for sufficient course work.

## 5.2 University Faculty

### 5.2.1 Delegation

The President is hereby authorized to develop regulations for the University dealing with academic personnel matters. Final action on employment administration for the faculty is delegated to the President except as otherwise provided by the Board of Regents in its Statutes.

### 5.2.2 Academic Rank

Academic rank shall consist of the professorial ranks as a professor (assistant, associate or full) and instructor.

**5.2.2.1 Minimum Qualifications for Academic Rank.** The established minimum qualifications of scholarly preparation and experience for the several academic ranks are set forth below.

**5.2.2.1.1 Professor.** Faculty designated by the rank of professor shall hold an earned doctorate in his or her teaching field and have at least ten (10) years of teaching experience of which a minimum of seven (7) have been at the collegiate level. The condition of an earned doctorate may be waived for an individual who has unusual prestige or outstanding qualifications.

**5.2.2.1.2 Associate Professor.** Faculty designated by the rank of associate professor shall hold an earned doctorate in his or her teaching field and have at least five (5) years of teaching experience of which a

minimum of two (2) shall have been at the collegiate level. In lieu of the earned doctorate either of the following is allowable:

**5.2.2.1.2.1 Doctoral Study.** All coursework except the dissertation completed toward the doctorate in his or her teaching field; or

**5.2.2.1.2.2 Other Advanced Study.** The master's degree plus an additional two (2) years of advanced study in his or her teaching field beyond the master's degree.

**5.2.2.1.3 Assistant Professor.** A faculty member designated by the rank of assistant professor shall hold an earned doctorate in his or her teaching field. No previous teaching experience is required. In lieu of the earned doctorate any of the following is allowable:

**5.2.2.1.3.1 Doctoral Study.** The master's degree, with not more than one (1) full year of graduate course work remaining in a doctoral program in his or her teaching field, and at least three (3) years of teaching experience; or

**5.2.2.1.3.2 Other Advanced Study.** The master's degree plus an additional one (1) year of advanced study in his or her teaching field and at least five (5) years of teaching experience; or

**5.2.2.1.3.3 Extensive and Exceptional Service.** An extensive record of exemplary and exceptional service at the University.

**5.2.2.1.4 Instructor.** A faculty member designated by the rank of instructor shall hold not less than the master's degree nor less than eighteen (18) semester units of graduate coursework in his or her teaching field. No previous teaching experience is required.

## **5.2.2.2 Other Faculty Designations**

**5.2.2.2.1 Adjunct and Visiting Faculty.** Occasionally a faculty member may be designated to one (1) of the professorial ranks as an adjunct professor (assistant, associate or full), visiting professor (assistant, associate or full). Such appointments are limited academic appointments to meet exceptional institutional needs, special assignments or other unusual circumstances. They are temporary appointments.

**5.2.2.2.2 Lecturer.** A faculty member designated by the rank of lecturer is an individual who, because of special competence in the field he or she teaches, is named to a temporary academic appointment. The rank of lecturer was conceived to deal with exceptional needs, special assignments or other unusual circumstances such as giving a series of lectures or courses in a given professional field. Special competence shall be attested to by advanced study, culminating in appropriate graduate degrees, or by extensive work experience in the teaching fields or in a professional practice which is demonstrably of highest quality.

**5.2.2.2.3 Graduate Assistant.** A faculty member designated by the title graduate assistant, which is a temporary academic appointment, shall be and remain continuously enrolled at a regionally accredited institution and engaged in approved graduate study seeking an advanced degree in his or her field, or a field directly related to the services he or she renders to the University.

**5.2.2.2.3.1** Approval of the course of study consists of written authorization from the chief academic officer of Living University.

**5.2.2.2.3.2** A graduate assistant must be enrolled for not less than twelve (12) semester hours at the University or, with the authorization of the chief academic officer at Living University, enrolled at a regionally accredited institution and engaged in approved graduate study seeking an advanced degree in his or her field, or a field directly related to the services he or she renders to the University.

**5.2.2.2.4 Professor Emeritus.** The designation of professor emeritus is purely honorary.

**5.2.2.3 Promotions in Academic Rank.** Attainment of minimum qualifications of experience and education shall not imply automatic advancement in academic rank. Teaching shall be given primary consideration in the appraisal of faculty performance. Nevertheless, a faculty member designated by the rank of instructor shall be advanced to the rank of assistant professor, not later than the following academic year, upon suitable confirmation of that faculty member being conferred with an earned doctorate in his or her teaching field by a regionally accredited college or university.

**5.2.2.3.1 General Considerations.** For this purpose, teaching shall be considered broadly as the total influence exercised by a faculty member on the intellectual, personal, and spiritual growth of students. However, while the University shall ascribe highest priority to effective teaching it shall also recognize the other worthwhile activities of faculty members.

**5.2.2.3.2 Promotion Criteria.** The following criteria shall be considered in recommendations and evaluative procedures for promotion in addition to meeting the foregoing minimum scholarly qualifications of preparation and experience:

**5.2.2.3.2.1 Primary Responsibilities.** Effective performance in any of the following: teaching, research, supervision, administration or publication.

**5.2.2.3.2.2 Support Responsibilities.** Effective performance in assigned co-curricular activities and/or other assigned university responsibilities.

**5.2.2.3.2.3 Professional and Community Endeavors.** Evidence of significant contributions to professional societies, to local faculty activities or to community service.

**5.2.2.3.2.4 Competency Enhancement.** Evidence of continuing personal, professional, and spiritual growth.

### 5.2.3 Appointment to Faculty Positions

The University shall follow a system whereby the appointment of faculty member is based upon a written employment contract.

**5.2.3.1 Categories of Appointment.** There shall be two (2) categories of faculty appointment: (1) regular appointment and (2) special appointment.

**5.2.3.1.1 Regular Appointment.** A regular appointment shall be granted for one (1) year periods to a full-time faculty member of the rank of professor, associate professor, assistant professor or instructor; to a designated librarian; or to a designated administrator.

**5.2.3.1.2 Special Appointment.** A special appointment shall be for a duration of one (1) year or less. Such an appointment shall be given when service is part-time, voluntary, or limited to a brief association with the University, or other similar type appointment such as a graduate assistant. Such appointments may be renewed.

**5.2.3.2 Term of Appointment.** The term of service in a faculty employment contract for a regular or special appointment shall consist of not more than one (1) fiscal year. During the term of his or her employment agreement a faculty member may be terminated for cause.

**5.2.3.2.1** There is no implication or commitment of continuation of employment beyond the ending date specified in a faculty member's employment agreement.

**5.2.3.2.2** A decision by the University not to renew a faculty employment contract is final and not subject to the Statute entitled Grievance Procedure.

**5.2.3.3 Renewal of Appointment.** Normally annual contracts should be issued to faculty members with regular appointments not later than March 1 of each year. Faculty members with a regular appointment who do not wish to be considered for renewal of their employment agreements should notify the President of the University in writing at least thirty (30) days prior to the expiration of the current employment agreement.

**5.2.3.4 Non-Renewal of Appointment.** A faculty employment agreement may not be renewed by the University as stated in the terms of the formal written agreement. There is no implication or commitment of continuation of the employment of a faculty member beyond the ending date specified in his or her employment agreement. A decision by the University not to renew a faculty employment agreement is not subject to the provisions in these Statutes entitled Basic Grievance Procedure. Additionally, the University may terminate a faculty member for reasons described in his or her employment contract and/or as described in the Statute entitled Involuntary Termination.

**5.2.3.4.1 Under Regular Appointment.** A *Notice of Nonreappointment* shall be given in writing to full-time faculty members with a full-time regular appointment when their faculty employment contracts are not to be renewed, as follows:

**5.2.3.4.1.1 Notice of Nonreappointment.** The chief academic officer shall give, or cause to be given, a *Notice of Nonreappointment* to a full-time faculty member not later than March 1 of the academic year of service or if the appointment expires during an academic year at least three (3) months in advance of its termination. Such a *Notice of Nonreappointment* shall be in writing or it may be given orally followed by a letter of confirmation.

**5.2.3.4.1.2 Delay of Notice.** The failure to serve such notice shall not result in a renewal of the appointment, but rather in the right to additional compensation equal to the period that notice was late. If the Notice of Nonreappointment is not given in writing at least thirty (30) days prior to the expiration date of a full-time contract, the employment relationship shall continue without a contract on a month-by-month basis until the University and the faculty member either enter into a new employment agreement or the University notifies the employee of his or her non-reappointment.

**5.2.3.4.2 Under Special Appointment.** As a Special Appointment is for service which is part-time, voluntary, or limited to a brief association with the University, or other similar type appointment, the University shall not issue a formal *Notice of Nonreappointment* for such positions. For faculty members with a Special Appointment there is no implication or commitment of continuation of employment beyond the ending date specified in the faculty member's employment agreement.

#### **5.2.4 Academic Salary Schedules**

Salary progression for full, associate, and assistant professors shall consist of nine (9) salary steps including eight (8) increment increases. All increments shall be permissive except for the first five (5) steps in the instructor range.

**5.2.4.1 Basic Faculty Salary Schedule.** The Basic Faculty Salary Schedule shall be adopted each academic year by the Board of Regents.

**5.2.4.2 Salary Schedule for Administrative Faculty.** Salary for administrative faculty, also termed designated administrators, shall be set at the rank to which the appointment is made plus as warranted a discretionary adjustment for the increased responsibility. Administrative faculty normally shall be given twelve (12) month appointments.

**5.2.4.3 Salary Schedule for Designated Librarians.** Salary for a designated librarian shall be at the rank to which the appointment is made. Designated librarians are normally given twelve (12) month appointments. A full librarian shall be designated at the professor rank, an associate librarian at the associate professor rank, an assistant librarian at the assistant professor rank, and an affiliate librarian at the instructor rank. Media professionals shall be considered designated librarians and their title may vary from this nomenclature as authorized by the President.

**5.2.4.4 Salary Schedule for Visiting Faculty.** Salary for visiting faculty shall be set at the rank to which the appointment is made.

**5.2.4.5 Salary Schedule for Adjunct Faculty.** Salary for adjunct faculty shall be fixed on the basis of the number of semester hours taught. Salary for a three (3) semester hour course shall be not more than one eighth (1/8) of the academic year salary for the appointed rank at the assigned salary step in the Basic Faculty Salary Schedule. For a two (2) semester hour course salary shall be fixed at not more than one twelfth (1/12) of the academic year salary at the appointed rank and assigned step.<sup>16</sup>

**5.2.4.6 Salary Schedule for Lecturers.** The salary for a lecturer shall be fixed on the basis of the number of semester hours taught. Salary for each semester hour taught shall be not less than one fortieth (1/40) of the academic year initial salary step at the instructor rank on the Basic Faculty Salary Schedule. The President may fix this rate higher but the per semester hour rate shall not exceed one twenty-fourth (1/24) of the initial step at the professor rank.<sup>17</sup>

**5.2.4.7 Graduate Assistant Salary Schedule.** The salary schedule for full-time graduate assistants shall consist of the first three steps on the Basic Faculty Salary Schedule. Assistantships shall normally be awarded on a half-time, three-quarter time, or full-time basis.

## 5.2.5 Benefits

**5.2.5.1 Annual Leave.** During the academic year all faculty members shall have annual leave time as set forth in the academic calendar as periods of academic recess or vacation. All annual leave is noncumulative and may only be taken during the appointment period. During the period of the annual academic year appointment the University reserves the right to assign reasonable duties to faculty during these periods, without commensurate time off, as required by their dean, an executive officer of the University, or by the President.

**5.2.5.1.1 Faculty With Academic Year Appointments.** Faculty members holding 41-week appointments shall have annual leave time as stated above. Nevertheless, the University reserves the right to assign reasonable duties to faculty during these periods, without commensurate time off, as required by their dean, an executive officer of the institution, or by the President.

**5.2.5.1.2 Faculty With Calendar year Appointments.** Faculty holding 52-week appointments, but not including executive officers and deans, shall be allowed two additional weeks of leave during the summer of the term of the appointment. After five years of service, completed prior to the effective date of the term in which the leave is granted, this shall consist of three weeks.

**5.2.5.1.3 Faculty Ministers.** Faculty members who perform assigned duties as ordained ministers, including elders, for the Living Church of God during periods of academic recess or vacation, or on all-campus holidays, may request commensurate time off during the summer months of the same appointment period through the chief academic officer. This commensurate time is noncumulative. Non-required duties performed by all other faculty members for the Living Church of God during these

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<sup>16</sup> Article 5.2.4.5 amended 11/16/2007.

<sup>17</sup> Article 5.2.4.6 amended 11/16/2007.



periods are deemed voluntary and are not commensurate. Any special circumstances suggesting an exception be made to this procedure shall be made through the office of the chief academic officer.

**5.2.5.1.4 Executive Officers and Deans.** Executive officers and deans, including associates and assistants, shall have such reasonable annual leave time, on a noncumulative basis, as approved in each case by the President of the University.

**5.2.5.1.5 Requesting and Reporting Annual Leave.** The President is hereby authorized to develop regulations for the University dealing with the requesting and reporting of annual leave.

**5.2.5.1.6 Limitations.** The foregoing annual leave is not a form of deferred wages or compensation and the dollar value of any unused annual leave is not payable when a faculty member terminates. Annual leave is only available for uses described in this Statute during the current term of a faculty member's appointment.

**5.2.5.2 Holidays.** The President is hereby authorized to designate a reasonable number of all-campus holidays appropriate to an institution of higher learning, including various legal holidays when the University is closed, which shall be set forth in the academic calendar.

### **5.2.5.3 Leave of Absence**

#### **5.2.5.3.1 Sabbatical Leave**

**5.2.5.3.1.1 Purpose.** The purpose of sabbatical leave is to provide opportunity for continued professional growth and new or renewed achievement through study, research, writing, and travel. By means of a sabbatical leave a faculty member's teaching effectiveness may be enhanced, his or her scholarly usefulness enlarged, and the University's academic program strengthened and developed.

**5.2.5.3.1.2 Length.** A sabbatical year consists of a leave of one (1) semester or an academic year. In the case of calendar year appointments such leave may consist of two (2) contiguous summers.

**5.2.5.3.1.3 Who Qualifies.** A faculty member must have been in continuous full-time employment for at least seven (7) years at the University to be eligible for a sabbatical leave.

**5.2.5.3.1.4 Extent of Remuneration.** A leave of one (1) semester at full salary, an academic year at half (1/2) salary, or in the case of calendar year appointees two (2) summers at full salary. The University shall pay full salary for any sabbatical leave which the University requires a faculty member to take.

**5.2.5.3.1.5 Other Conditions.** If a faculty member has less than a terminal degree in his or her teaching field the sabbatical leave must be used for study toward that degree unless the case is truly exceptional. Sabbatical leaves can be granted at any particular time only when there is reasonable assurance that arrangements can be made to insure that there will be a smooth operation of the department involved. Since only limited sabbatical leave funds can be budgeted for in any single year, various factors have to be considered in selecting the recipients of sabbatical leaves, such as, length of service and the most

obvious benefits to the University in faculty improvement. A faculty member receiving a sabbatical leave is expected to return to the University for a period of not less than two (2) academic years following the leave.

**5.2.5.3.1.6 When Requested.** An application for sabbatical leave should be submitted to the chief academic officer at least one (1) full calendar year in advance of the proposed beginning date for the leave.

**5.2.5.3.1.7 How Requested.** An Application for Sabbatical Leave shall outline a program of study, travel, writing, or research that would benefit both the faculty member and the University in his or her future service at the University.

**5.2.5.3.1.8 Approval Required.** Sabbatical leave shall require the approval of the chief academic officer. Final authorization may only be given by the President.

#### **5.2.5.3.2 Sick Leave**

**5.2.5.3.2.1 Circumstances.** The following are circumstances which allow valid use of necessary sick leave:

**5.2.5.3.2.1.1 Illness and Injury to Faculty.** Personal injury to or illness of the faculty member rendering him or her unable to satisfactorily perform assigned duties.

**5.2.5.3.2.1.2 Illness or Injury to Family Member.** Injury to or illness of a member of the faculty member's or spouse's immediate family which requires his or her presence.

**5.2.5.3.2.1.3 Death.** A death in the faculty member's or spouse's immediate family.

**5.2.5.3.2.1.4 Birth of Child.** Upon the faculty member's wife giving birth.

**5.2.5.3.2.1.5 Medical and Dental Needs.** Personal medical examinations or treatments such as dental or eye.

**5.2.5.3.2.2 Rate at Which Sick Leave is Earned.** Full-time faculty members holding a 52-week (annual) appointment shall be granted eight and one-half (8 1/2) days of noncumulative sick leave each appointment period. Full-time faculty members holding a 41-week (academic year) appointment shall be granted six and one-half (6 1/2) calendar days of noncumulative sick leave each appointment period. Sick leave may not be accumulated beyond the appointment period and cannot be carried over into another appointment period. Sick leave for part-time faculty members shall be determined proportionally based upon the full-time equivalent of their appointment as set forth in their letter of appointment.

**5.2.5.3.2.3 Number of Days with Pay.** If additional sick leave is required and the duties of a faculty member can be absorbed by other members of his or her department at no additional expense, it may

be granted upon recommendation of his or her departmental chair and the chief academic officer upon the approval of the President.

**5.2.5.3.2.4 Reporting Sick Leave.** All sick leave taken shall be reported in writing to the office of the chief academic officer.

**5.2.5.3.2.5 Rule on Extended Illness.** In the event of personal illness or disability which totally exhausts available sick leave, a faculty member may then become eligible for either Workers Compensation or Disability Insurance payments. The President is authorized to grant reasonable additional sick leave for a limited period, if circumstances so warrant, and shall inform and confer with the Executive Committee of the Board for further consideration.

**5.2.5.3.2.6 Doctor's Certification.** A faculty member on an extended sick leave must provide a doctor's certification establishing the medical disability and stating the expected return date. If the faculty member is unable to return at the designated time, another physician's statement with expected return date is required. Before returning to work, a faculty member on an extended absence must furnish a physician's statement certifying that the faculty member is medically capable of resuming normal working duties. The department chair may at any time require the employee to submit proof that the absence was due to illness or injury and/or proof, before returning to work, that the faculty member is physically fit to resume full duties.

**5.2.5.3.2.7 Limitations.** The foregoing sick leave is not a form of deferred wages or compensation and the dollar value of any unused sick leave is not payable when a faculty member terminates. Sick leave is only available for uses described in this Statute during the current term of a faculty member's appointment.

**5.2.5.3.3 Maternity Leave.** Childbearing is adequate cause for a leave of absence for a reasonable length of time. Faculty members classified as regular full-time are eligible for faculty maternity leave. Application for such leave will be made to the chief academic officer, supported by a letter from a physician stating his or her opinion regarding the employee's ability to continue normal duties, and the estimated date of delivery.

**5.2.5.3.3.1 Basic Guideline.** As long as she is working, the pregnant faculty member is expected to fulfill her normal obligations to the University and is entitled to the same benefits as other faculty members. After giving birth, she may return to the University within ninety (90) days, and she will be reinstated in her previous position.

**5.2.5.3.3.2 Conclusion of Leave.** Maternity leave in excess of three (3) months will result in the termination of all rights and benefits except she will be reinstated in either her previous position or in one as closely resembling it as possible. If the faculty member does not return or ask for an extension, she will be terminated, which shall be treated in accordance with voluntary termination procedures, on the first day after the six (6) month leave period ends. In any case her benefits will only accrue for the first ninety (90) days of the leave period. Should there be complications in pregnancy, such benefits

would be extended beyond the ninety (90) days to the end of the disability with a physician's statement of disability.

**5.2.5.3.4 Personal Leave Without Pay.** When unusual or unavoidable circumstances require a faculty member's absence for a prolonged period such a leave may be granted upon approval by the chief academic officer and the President. Leave in excess of three (3) months will result in the termination of all rights and benefits except he or she will be reinstated in either his or her previous position or in one as closely resembling it as possible. If the faculty member does not return or ask for an extension, he or she will be terminated, which shall be treated in accordance with voluntary termination procedures, on the first day after the six (6) month leave period ends. In any case his or her benefits will only continue for the first ninety (90) days of the leave period unless specifically provided otherwise in these Statutes.

#### **5.2.5.3.5 Other Absences**

(reserved)

#### **5.2.5.4 Insurance Benefits**

(reserved)

#### **5.2.5.5 Education and Tuition Assistance**

**5.2.5.5.1 Graduate School Tuition Reimbursement.** The University shall provide tuition assistance, in the form of reimbursement, for full-time regular faculty members who take graduate courses toward a master's degree or doctorate to improve their skills and competence in their present responsibilities, or to progress toward their career goals.

**5.2.5.5.1.1 Approval Required.** All graduate school tuition assistance shall require the approval of the chief academic officer. Final authorization may only be given by the President.

**5.2.5.5.1.2 Faculty Development Program.** Graduate school tuition assistance is part of the faculty development program. Charges for tuition shall be made to the Faculty Development budget. All other approved charges shall be made against the faculty member's departmental budget.

#### **5.2.5.5.1.3 Voluntary Graduate Study.**

**5.2.5.5.1.3.1 Program of Study.** The course work must bear a definite relationship to a faculty member's current responsibilities, or written career goals, and be a part of a program leading to a master's or doctoral degree in his or her teaching field, or are business skill advancement courses including M.B.A., C.P.A., and similar programs, and must meet the needs of the University.

**5.2.5.5.1.3.2 Nontraditional Programs.** The University shall not reimburse a faculty member for any nontraditional course or degree program unless the nontraditional course or degree program is requested by the administration with approval of the chief academic officer and the President.

**5.2.5.5.1.3.3 Extent of Reimbursement.** For an approved program the University will reimburse the full cost of tuition and administrative and laboratory fees provided the faculty member gives evidence of at least a “B” or “Pass” in the course and receipts for expenses.

**5.2.5.5.1.3.4 Textbooks.** The University may provide the cost of textbooks and training aids.

**5.2.5.5.1.3.5 Excluded Expenses.** The University shall not reimburse the faculty for deposits, graduation fees, meals, lodging, athletic or similar fees without advance written authorization of the President.

**5.2.5.5.1.3.6 Accreditation.** To be eligible all course work shall be completed at a regionally accredited college or university.

**5.2.5.5.1.3.7 Noninterference With Responsibilities.** The course load should not interfere with the faculty member’s ability to perform his or her current responsibilities.

**5.2.5.5.1.3.8 Impact of Adverse Effects.** The department chair may limit the faculty member’s course load if adverse effects are discerned.

**5.2.5.5.1.3.9 Failure to Complete Course.** The University will not provide reimbursement for any course which a faculty member fails to complete except in extraordinary circumstances.

**5.2.5.5.1.4 Mandatory Courses and Degree Programs.** The University shall pay all costs of any course or degree program, including reasonable expenses related thereto such as necessary travel, meals, and lodging, which the University compels a faculty member to take at an accredited institution as part of his or her employment as approved in writing by the chief academic officer and the President.

**5.2.5.5.2 University Tuition Benefits Program.** Tuition benefits shall be made in the form of grants-in-aid for the payment of tuition and associated course fees charged to a faculty member’s unit of employment. These benefits apply to regular academic courses offered by the University either on campus or other courses and programs which may be approved by the chief academic officer. An individual qualifying for one or more of these benefits may choose the one which is most advantageous to him or her.

**5.2.5.5.2.1 Tuition Benefits.** Tuition benefits during the academic year and summer session are as follows:

**5.2.5.5.2.1.1 Full-time Faculty.** A one hundred percent (100%) grant-in-aid is made to full-time faculty members, their spouses, and their dependent children.

**5.2.5.5.2.1.2 Faculty Emeriti.** A one hundred percent (100%) grant-in-aid is made to full-time faculty members emeriti and their spouses.

**5.2.5.5.2.1.3 Part-time Faculty.** A one hundred percent (100%) grant-in-aid is made to part-time faculty members and their spouses.

**5.2.5.5.2.2 Impact of Death or Disability.** Should a full-time faculty member (including emeriti) of at least three (3) years service become disabled or die while in the service of the University, tuition benefits for his or her spouse shall be the same as those provided for active members of the faculty.

**5.2.5.5.2.3 Impact of Leave.** Faculty members on leave of absence from the University, and members of their family, shall not be eligible for tuition benefits except under one of the following conditions:

**5.2.5.5.2.3.1 Annual Leave.** During Annual Leave.

**5.2.5.5.2.3.2 Sabbatical Leave.** During Sabbatical Leave that has been approved by the President.

**5.2.5.5.2.3.3 Maternity Leave.** During Maternity Leave.

**5.2.5.5.2.3.4 When Approved in Writing.** When specifically approved in writing by the chief academic officer.

#### **5.2.5.5.2.4 Limitations**

If benefits are so granted, they shall not exceed those for which the faculty members and spouses were eligible during the last term of active service and employment with the University. Tuition benefits shall not be deemed an earned benefit, or become a vested right or interest, nor shall this provision for tuition benefits be, or become an implied provision of any contract; and the right shall remain in the university administration to amend, alter, rescind, or abolish said tuition benefits at any time.

### **5.2.6 Termination of Service.**

A faculty member shall be deemed terminated at the end of any appointed term when there is a failure to renew faculty contract at the end of that term by either the University or the faculty member, on retirement, by the acceptance of his or her voluntary resignation during the term of an existing faculty contract, or upon dismissal.

**5.2.6.1 Voluntary Termination.** A voluntary termination occurs when a faculty member resigns or is separated from the University at his or her request.

**5.2.6.1.1 Reasons.** Generally the University shall make every effort to retain faculty members who resign voluntarily. When a faculty member gives notice of intent to resign, the department chair, or immediate supervisor, shall immediately take all necessary steps to discover the cause. The department chair, or immediate supervisor, shall then make recommendations to the relevant dean aimed at keeping the faculty member.

**5.2.6.1.1.1 Personal.** If personal reasons-such as physical, emotional, or mental well-being-are a factor, or institutional policies, practices, or operations are in question, the department chair, or immediate supervisor, shall take all necessary steps to provide counseling and help the faculty member remain with the University. This might include arranging a leave of absence, or taking steps to correct improper or inadequate institutional policies, rules and practices.

**5.2.6.1.1.2 Professional.** When a faculty member tenders his or her resignation for reasons of professional advancement, the department chair, or immediate supervisor shall not discourage the faculty member from taking another position but shall be sure the faculty member is aware of his or her opportunity for professional advancement at the University.

**5.2.6.1.2 Advanced Notice Required.** During the term of a faculty contract a faculty member shall not be released from his or her faculty contract except by the President of the University.

**5.2.6.1.3 Acceptance by Proper Authority.** Resignations should be directed to the President of the University.

**5.2.6.1.4 References.** As a matter of course, the University shall provide letters of reference to all faculty members except those discharged or terminated by immediate dismissal.

**5.2.6.1.4.1** All inquiries by prospective employers, their investigators, or personnel employment agencies about a former faculty member and any aspect of his or her employment shall be referred to the chief academic officer or the Human Resources Director. This procedure is designed to protect the privacy of all former faculty members and shall be strictly enforced.

**5.2.6.1.4.2** Before the chief academic officer or the Human Resources Director may release any information, he or she shall obtain the former employee's consent in writing.

**5.2.6.2 Involuntary Termination.** During the term of a faculty contract the University may discharge a faculty member for cause, and thereby terminate their appointment; provided, that the faculty member shall be notified of the cause or causes for discharge and provided due process pursuant to Section 6.1 of the University's Grievance Procedure prior to any final action.

**5.2.6.2.1 Cause.** A faculty member may have his or her appointment terminated by the University for the following reasons:

**5.2.6.2.1.1 Breach of Professional or Ethical Standards.** Willful breach or habitual neglect of the duties and responsibilities he or she is required to perform under the terms of the Statement of Professional and Ethical Relationships.

**5.2.6.2.1.2 Breach of Duty.** Breach of any limitation of academic freedom and responsibility as set forth in the Statement of Professional and Ethical Relationships.

**5.2.6.2.1.3 Financial Exigency and Reductions.** Financial exigency or the elimination of any course or department.

**5.2.6.2.1.4 Other.** Incompetency, insubordination, physical or mental incapacity, violation of a law involving moral turpitude, unprofessional conduct reflecting discredit on the faculty member or the University, or impairing seriously the continued usefulness or ability of the faculty member to perform assigned duties and responsibilities.

**5.2.6.2.2 Suspension.** The President of the University may suspend any member of the faculty pending investigation, hearing, and determination of charges against such faculty member, not to exceed ninety (90) days or until hearing by the Appeals Committee as set forth in Section 6.1 Basic Grievance Procedure, whichever shall occur sooner. Such suspension may include suspension of salary, but in such case wherein the salary is suspended and the charges against such member are not substantiated and the faculty member is not discharged, the salary that would normally have accrued had not the suspension occurred shall be paid.

**5.2.6.3 Retirement.** The University shall seek to continue to retain the services of long-term, full-time faculty members as long as they are willing and able to satisfactorily fulfill the duties of their positions or any other duties mutually agreed upon.

**5.2.6.3.1 General Provisions.** Voluntary retirements are considered voluntary terminations and shall be treated as such.

**5.2.6.3.1.1 Non-Discrimination.** The University complies with the provisions of the Age Discrimination Act of 1975 [29 U.S.C. § 623, 42 U.S.C. §§ 6101-61003], as amended, and the rules promulgated pursuant thereto, as applicable and not exempted therefrom, and accordingly no faculty member shall be forced to retire before age seventy (70) unless he or she becomes physically incapable of performing his or her responsibilities.

**5.2.6.3.1.2 Reservation of the Right to Counsel.** The University reserves the right to counsel faculty members of any age, but particularly over age sixty-five (65), when it has been clearly determined that they are medically unable to fulfill any duties which the University can offer.

**5.2.6.3.1.3 Reservation of the Right to Terminate.** The University further reserves the right to exercise its responsibility and terminate, through involuntary retirement, faculty members over sixty-five (65) years of age who are physically unable to fulfill their duties and responsibilities in a satisfactory manner. If an agreement on voluntary retirement cannot be reached the University regrettably reserves the right to terminate the faculty member involuntarily.

**5.2.6.3.2 Privileges of Retired Faculty Members.** Privileges of retired faculty members shall consist of the following:

**5.2.6.3.2.1 Emeritus Title.** Upon approval of the President a retiring faculty member may be honored by the designation professor emeritus.

**5.2.6.3.2.2 Continued Access to Institutional Facilities.** An individual designated as a professor emeritus may continue to have access to institutional facilities, such as the library, computer laboratories and recreational facilities, as accorded full-time faculty members.

**5.2.6.3.2.3 Attendance at Faculty Meetings.** An individual designated as a professor emeritus is free to attend general faculty meetings as an observer.



**5.2.6.3.2.4 Attendance at Social Functions.** An individual designated as a professor emeritus is invited to various social functions open to full-time members of the faculty.

**5.2.6.3.2.5 Other Privileges.** An individual designated as a professor emeritus is so listed in the University Catalog and he or she may attend faculty dining, may maintain mail privileges, and may march with the faculty at the annual spring commencement exercises.

## 5.3 University Staff

Final action on employment administration for the University's staff employees is delegated to the President except as otherwise provided by the Board of Regents in its Statutes. The President is authorized to develop personnel regulations and to formulate compensation plans for the administration of the University classified and professional staff personnel program. It shall remain the authority of the Board of Regents to authorize overall compensation plans for classified and professional personnel.

## 5.4 Tax-Deferred Annuities

(reserved)

## 5.5 Ministerial Faculty<sup>18</sup>

As a church-related institution it is critical to the spiritual and theological underpinnings of the University to retain several ordained ministers of the Living Church of God (hereinafter "Ministerial Faculty") as full-time faculty members, or for other responsibilities, to perform substantial ministerial duties in their assigned responsibilities. Their duties include, but are not limited to, regular attendance and participation in Church festivals, conventions, and Sabbath Services; counseling, speaking to outlying church congregations, visiting brethren and anointing the sick.

### 5.5.1 Ministerial Housing Allowance

Since under federal tax law ministers are entitled to receive tax exemption for housing costs, Ministerial Faculty shall be provided a housing allowance consistent with Internal Revenue Service regulations.

**5.5.1.1** Such housing allowance, which may include the rental value of a home supplied to the minister rent-free, shall be paid to a minister as part of the minister's compensation which is not subject to Federal income tax to the extent used by a minister to rent or provide a home.

**5.5.1.2** As Internal Revenue Rules require the University to designate such housing allowance before payment each year, in order to qualify the housing allowance for tax exclusion, the Board delegates to the Human Resources Director the responsibility of housing allowance coordinator.

**5.5.1.3** The Human Resources Director shall have the authority to consider and to make such designations each year, in advance, in accordance with such guidelines as may be approved by the President.

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<sup>18</sup> Amended 03/19/2014.

**5.5.1.4** The Human Resources Director shall cause to be distributed to each qualifying minister written approval of said minister's designation of housing allowance in advance of any payments made under such designation.

### **5.5.3 Ministerial Festival Allowance**

The University requires attendance of its Ministerial Faculty at the Biblical festivals and holidays as celebrated by the Living Church of God. The University shall provide an annual festival allowance allocated for travel expenses and/or compensation consistent with Internal Revenue Service regulations. The basic amount of the festival allowance shall be the same as that the Living Church of God provides to its full-time ministers. The President may authorize additional festival allowance as he deems necessary such as for, but not limited to, international travel.

### **5.5.3 Ministerial Fleet Vehicles**

Ministerial Faculty shall be provided a fleet vehicle to carry out the above and other ministerial duties consistent with Internal Revenue Service regulations.

### **5.5.4 Delegation**

The President is authorized to develop, publish and enforce regulations for the University consistent with this policy that will ensure its effective and consistent application.

## **5.6 Indemnification Policy**

### **5.6.1 Basic Policy**

Each Regent, officer, employee, and student appointee of Living University, whether or not in office, and the heirs, executors, administrators, and assigns thereof shall be indemnified by the Board of Regents against all costs and expenses reasonably incurred by or imposed upon such person or such person's estate in connection with or resulting from an action, suit, proceeding, claim, or investigation, civil or criminal, to which such person or such person's estate shall or may be made a party, or with which such person or person's estate shall or may be threatened, by reason, directly or indirectly, of any action or omission to act in the scope of such person's appointment as a Regent, officer, employee, or student appointee of the University, provided, however that:

**5.6.1.1 Willful Misconduct.** No such Regent, officer, employee, or student appointee shall be indemnified against or be reimbursed for any cost or expense arising out of such person's own willful misconduct;

**5.6.1.2 Timely Notice Required.** The Regent, officer, employee, or student appointee shall have given prompt notice to the President's Office of the action, suit, proceeding, claim, or investigation or threat of same;

**5.6.1.3 Representation by Counsel.** The Regent, officer, employee, or student appointee has agreed to legal representation by counsel acting on the matter for the Board of Regents, or in the event of conflict of interest on the part of such counsel by individual counsel acceptable to the Board and its counsel, which acceptance shall not be reasonably withheld;

**5.6.1.4 Recoverable Expenses.** The cost or expense is not reasonably recoverable from any other source.

### **5.6.2 Actual Costs**

The costs and expenses against which any Regent, officer, employee, or student appointee of the University shall be so indemnified shall be those actually paid or for which liability is actually incurred, including sums paid in settlement of any such action, suit, proceedings or claim on advice of competent counsel and with the concurrence of the Board of Regents, and irrespective of whether such costs or expenses are taxable costs as defined or allowed by statute or rule of court.

### **5.6.3 Supplementary Rights**

Said rights of indemnification shall be supplementary to any other rights with respect to any such costs and expenses to which said Regent, officer, employee, or student appointee may otherwise be entitled against the Board of Regents or any other persons.

### **5.6.4 Good Faith Provision**

A Regent, officer, employee, or student appointee shall not be deemed to have been guilty of willful misconduct in the performance of duty as a Regent, officer, employee or student appointee, as to any matter wherein such person relied upon the opinion or advice of legal counsel employed or retained by or for the Board of Regents, or relied upon erroneous information or advice furnished by an officer, or an employee of the University, and which was accepted in good faith from such persons. "Willful misconduct" as the term is used herein includes but is not limited to the intentional violation of a law or of a regulation having the force of law or of the directive of a superior university authority.

## **Article 6 University Grievance Procedures**

### **6.1 Basic Grievance Procedure**

#### **6.1.1 Due Process**

In accordance with the principles on which the University is founded and its obligation to its principal sponsor the Living Church of God, the following procedure shall be followed in all cases of grievance. The purpose of this procedure is to guarantee all parties to a grievance an equitable, just, and prompt resolution of their grievance. The principles of substantive and procedural due process shall apply as set forth below.

### 6.1.2 Informal Procedure

In the case of any grievance, regardless of whether the grievant is the University or an employee, grievants must first exhaust all informal means of resolving an alleged grievance before they are entitled to avail themselves of an Administrative Appeal.

**6.1.2.1 Direct Appeal.** If the grievant is an employee, the grievant shall first take the complaint directly to his or her immediate supervisor, in the case of a faculty member the immediate supervisor ordinarily would be the department chair. If the grievant is the University, the President shall authorize an appropriate representative to take their complaint directly to the employee. A complaint by an employee may be made verbally or by written memorandum. When the grievant is the University the complaint shall be made verbally and supported by a contemporaneous written memorandum, a copy of which shall be sent to the employee.

**6.1.2.2 Administrative Appeal.** If a complaint is not resolved, or reasonable steps to resolve a complaint are not agreed upon at Direct Appeal, or if following written determination by the Title IX coordinator or the Section 504 Coordinator, then the grievant must, within seven (7) working days of a decision, take his or her complaint to a senior administrative officer. In the case of a member of the faculty the senior administrative officer is the chief academic officer. In all other cases, the senior administrative officer is the chief student affairs officer. An administrative appeal must be made to the senior administrative officer verbally and must be followed by a written memorandum which particularly describes the basis for the complaint and the action taken by the grievant to resolve the complaint. If the grievant is the University, there is no administrative appeal. If an employee does not resolve the University's complaint within a reasonable time the University may initiate formal grievance proceedings.

**6.1.2.3 Presidential Appeal.** If the complaint is not resolved, or reasonable steps to resolve the complaint are not agreed upon at Administrative Appeal, the grievant must, within seven (7) working days of a decision, take his or her complaint to the President. The complaint shall be presented in writing. The President shall then make a determination of whether reasonable and appropriate action has been taken to resolve a grievant's complaint within the time prescribed. The President shall communicate the President's findings to the grievant in writing within ten (10) working days of receiving the complaint. That communication shall state the President's conclusion with regard to each point raised in the complaint and the President's rationale for upholding or denying a grievant's request.

### 6.1.3 Formal Proceedings

If a grievance is not resolved through informal proceedings, then the grievant may initiate formal proceedings by filing with the President of the University a request for a formal hearing. The grievant's request must be filed within ten (10) working days of receiving a decision on an Administrative or Presidential Appeal, whichever is applicable.

**6.1.3.1 Appeals Committee.** The President shall within ten (10) working days of receiving notification from the grievant of his or her request for a formal, do the following: impanel an ad hoc appeals committee consisting of three (5) members of the faculty, one of whom shall be designated by the

President as the executive officer of the committee. The committee shall hear the complaint, evaluate the evidence, and, render a written report including their findings of fact, decision, and recommendations for resolving the grievance. A copy of this written report shall be sent by the committee to the affected parties.

**6.1.3.2 Conflict of Interest.** A faculty member with any significant involvement in any informal proceedings of the grievance under consideration must decline from being impaneled to serve on the committee. In addition, relatives within the third degree of consanguinity or spouses of a grievant must likewise reclude themselves from being impaneled.

**6.1.3.3 Venue.** The executive officer shall set the date, time, and place for a hearing. The date for the hearing shall not be less than twenty (20) working days from the receipt by the President of the request for a formal hearing.

**6.1.3.4 Nature of Proceedings.** Except as provided expressly herein and in relevant sections of the *Faculty Handbook*, the conduct of the hearing shall be determined on a case by case basis. The executive officer shall preside over the hearing and may at his or her discretion adjourn and continue the hearing from time to time.

**6.1.3.5 Burden of Proof.** The grievant in any formal proceeding shall bear the burden of proof. The burden of proof shall have been met if the grievant convinces a majority of the committee of the correctness of his or her contentions.

**6.1.3.6 Representation.** Neither party shall be entitled to representation by an attorney or other counselor except in unusual circumstances. Exceptions may only be authorized by the executive officer upon a written showing of cause.

**6.1.3.7 Witnesses.** The parties to the hearing may call such witnesses as needed.

**6.1.3.8 Final Appeal.** Either party to a formal grievance proceeding shall have the right to appeal the decision of the committee to the full Board of Regents within ten (10) days of the mailing of the report to the parties. The Board of Regents may decline to hear the matter or may consider the matter and issue its decision and recommendations within thirty (30) days of the filing of the appeal. All decisions rendered by the Board of Regents are final and binding upon the parties. Pending review of the appeals committee's findings, its decision is deemed to be in full force and effect.

## **6.2 Sexual Harassment and Related Grievances**

The University does not discriminate on the basis of sex in the admission or access to, or treatment or employment in, its programs or activities. Due to the sensitive nature of sexual harassment the following process has been developed to supplement Section 6.1 Basic Grievance Procedure to specifically address sexual harassment as it relates to students, faculty, and staff. In matters relating to employment a grievant who is an employee of the University may elect not to follow this process and proceed directly to his or her rights under Section 6.1 Basic Grievance Procedure. This process is an

internal grievance procedure providing for prompt and equitable resolution of complaints alleging sexual harassment and meets institutional obligations pursuant to Title IX of the Education Amendments of 1972, and the rules promulgated pursuant thereto, as applicable and not therefrom exempted.

### 6.2.1 What is Sexual Harassment?

There are two basic types of sexual harassment which violate institutional standards and federal law.

**6.2.1.1 Sexual Harassment by Imposition.** The first type is characterized by the imposition of unwelcome sexual activity in a relationship of unequal power. Examples of this type of harassment include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of instruction, employment, or participation in an educational activity or (2) submission to or rejection of such conduct by an individual is used as a basis for evaluation in making academic or personnel decisions affecting an individual.

**6.2.1.2 Sexual Harassment by Failure to Act.** The second type of harassment occurs where harassment creates a hostile, intimidating, or offensive academic or work environment and those in a position of authority do not redress the problem. This type of harassment overlaps with the first type of sexual harassment and could potentially also include harassment of colleagues by colleagues, students by students, and faculty members by students.

**6.2.1.3 Examples.** Examples of actions which may constitute sexual harassment under either analysis include:

**6.2.1.3.1 Unnecessary Touching.** Unnecessary patting, pinching, or brushing against a person's body.

**6.2.1.3.2 Intentional Touching.** Deliberate assaults or molestations.

**6.2.1.3.3 Threats and Bribes.** Demanding or suggesting sexual favors accompanied either by implied threats or by promise of preferential treatment.

**6.2.1.3.4 Improper Verbal Behavior.** A pattern of behavior which includes comments of a sexual nature, sexual jokes, or sexually explicit statements which are not legitimately related to the subject matter of an academic course or activity.

### 6.2.2 Procedure

Complaints should be addressed to: the Title IX Coordinator who has been designated to coordinate Title IX compliance efforts and matters of sexual harassment.

**6.2.2.1 State the Complaint.** A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

**6.2.2.2 Ten Day Requirement.** A complaint should be filed within ten (10) days after the complainant becomes aware of the alleged violation. Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.

**6.2.2.3 Investigation.** An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation shall be conducted by the Title IX Coordinator. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

**6.2.2.4 Written Determination.** A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Title IX Coordinator and a copy forwarded to the complainant no later than ten (10) days after its filing.

### **6.2.3 Files and Records**

The Title IX Coordinator shall maintain the files and records of the University relating to the complaints filed.

### **6.2.4 Requesting Administrative Appeal**

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration, which is by administrative appeal as set forth in Section 6.1.2.2 Administrative Appeal, should be made within seven (7) working days to the chief academic officer in the case of faculty members and to the chief student affairs officer in all other cases.

### **6.2.5 Construing of Rules**

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and to assure that the University complies with Title IX of the Education Amendments of 1972 as applicable and not therefrom exempted.

## **6.3 Handicapped Status and Related Grievances**

The University does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities. The University has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the rules promulgated pursuant thereto, as applicable and not therefrom exempted. The following process has been developed to supplement Section 6.1 Basic Grievance Procedure to specifically address matters pertaining to any exclusion of handicapped students, faculty, and staff from participation in, be denied the benefits of, or be subjected to discrimination solely by reason of their handicap in institutional programs and activities. In matters relating to employment a grievant who is an employee of the University may elect not to follow this process and proceed directly to his or her rights under Section 6.1 Basic Grievance Procedure.

### **6.3.1 What Constitutes Discrimination Against the Handicapped?**

There are two basic types of discrimination related to handicapped status. The first type is characterized by lack of reasonable facility access. The second relates to denial of reasonable access based upon handicapped status in employment or in the provision of services.

### **6.3.2 Procedure**

Complaints should be addressed to the Section 504 Coordinator who has been designated to coordinate Section 504 compliance efforts.

**6.3.2.1 State the Complaint.** A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

**6.3.2.2 Ten Day Requirement.** A complaint should be filed within ten (10) days after the complainant becomes aware of the alleged violation. Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.

**6.3.2.3 Investigation.** An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation shall be conducted by the Section 504 Coordinator. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the rules promulgated pursuant to Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), as applicable and not therefrom exempted the University need not process complaints from applicants for employment or from applicants for admission to post-secondary educational institutions.

**6.3.2.4 Written Determination.** A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Section 504 Coordinator and a copy forwarded to the complainant no later than ten (10) days after its filing.

### **6.3.3 Files and Records**

The Section 504 Coordinator shall maintain the files and records of the University relating to the complaints filed.

### **6.3.4 Requesting Administrative Appeal**

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration, which is by administrative appeal as set forth in Section 6.1.2.2 Administrative Appeal, should be made within seven (7) working days to the Chief academic officer in the case of faculty members and to the Dean of Student Affairs in all other cases.

### **6.3.5 Construing of Rules**

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and to assure that the University complies with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the rules promulgated pursuant thereto, as applicable and not therefrom exempted.



## Article 7 Equal Opportunity and Statutory Compliance

### 7.1 Policy on Equal Opportunity

In accordance with the laws of the state of North Carolina and the United States, the Board of Regents is committed to a policy of nondiscrimination and the University shall admit students of any race, color, national and ethnic origin. In addition, all students, regardless of race, color, national or ethnic origin are entitled to all of the rights, privileges, programs, and activities generally accorded or made available to all students at Living University.

### 7.2 Statutory Compliance

The University shall comply with the Drug-Free Workplace Act of 1988 [PL 100-690, Title V, § 5153; 102 Stat. 4306], 41 U.S.C. § 702, amendments and the rules promulgated pursuant thereto, as applicable and not exempted therefrom.

## Article 8 Educational Units, Curricula, and Degrees

### 8.1 Educational Units

Authority is delegated to the President of the University to approve the changes in the titles of programs, units, academic departments, and degrees; the addition or elimination of specializations, options, or concentrations within existing academic majors; administrative reorganizations which do not unreasonably increase the number of units of instruction, research, or public service; and of off-campus program locations.

### 8.2 Degrees, Certificates, and Awards

#### 8.2.1 Earned Degrees and Certificates

**8.2.1.1 Certificates, Diplomas, and Degrees.** Earned certificates, diplomas, and degrees shall be awarded by the authority of the Board of Regents upon completion of requirements for the particular credential to be awarded and upon recommendation to the President by the University Faculty.

**8.2.1.2 Posthumous Awarding of Degrees.** Degrees may be awarded posthumously to any student who, at the time of death, has substantially completed the work for a degree, upon due recommendation of the University Faculty and President.

**8.2.1.3 Certificates of Completion.** Certificates of completion for programs of study that do not lead to academic degrees shall be awarded, upon recommendation of the educational unit concerned, by the President under general authority of the Board of Regents implied by its authorization of such programs.

#### 8.2.2 Honorary Degrees and Other Awards

**8.2.2.1 Honorary Degrees.** Honorary degrees shall be awarded after approval by the Board of Regents of recommendations from the University Faculty and the President. A candidate may be any person who has achieved eminence in a field of endeavor or who has made significant contributions to cultural, scientific, economic, or humanitarian activity.

**8.2.2.2 Distinguished Service Awards.** Distinguished Service Awards shall be awarded after approval by the Board of Regents of recommendations from the University Faculty and the President. These awards shall be made for outstanding or unusual service to the University, the Church, the region, or the State.

**8.2.2.3 Other Special Awards.** Other special awards shall be made upon approval by the Board of Regents, upon its own motion, or upon approval of recommendations from the President, who may receive nominations from faculty or alumni groups.

### **8.3 Admission Policies**

Relying upon the original jurisdiction of the faculty in such matters, the President is authorized to approve regulations for the University dealing with admission of students. Such regulations shall be aimed at establishing and preserving the academic validity and integrity of the University and shall establish the conditions and requirements which must be met for academic and other reasons to constitute admission to the University or to special programs within the University; shall provide for the enrollment process; shall provide in the interest of effective academic practice for closing admissions to programs and ceasing the processing of applications; shall establish academic and program standards for admission of students to the University and to baccalaureate and associate degree programs, and for readmission of former students; and shall provide specific means for recognizing exceptional students or the special needs represented by admission requirements of special programs.

### **8.4 Graduation Requirements**

Relying on the original jurisdiction of the faculty in such matters, the President is authorized to approve regulations for the University stating the requirements for graduation. Such regulations shall be aimed at establishing and preserving the academic validity and integrity of the University, and shall establish the conditions and requirements which must be met for graduation from an academic program.

## **Article 9 Institutional Advancement**

### **9.1 University Relations**

The President shall establish procedures for a comprehensive university relations program.

### **9.2 Development**

The President shall establish procedures which result in an annual preparation of short-range and long-range fund-raising goals and priorities for the University. The President shall present such goals and priorities to the Board of Regents for information and discussion and shall incorporate such goals and priorities into the Strategic Long-Range Plan.

### **9.3 Alumni Affairs**

#### **9.3.1 Alumni Association**

The alumni association of the University shall be the Living University Alumni Association.

**9.3.1.1 Name.** The Alumni Association shall be the official agency designated to represent alumni in matters pertaining to alumni activities, alumni participation in university affairs, alumni participation in university planning and administration, and alumni opinion.

**9.3.1.2 Purpose.** The purpose of the Living University Alumni Association shall be to provide a means of encouraging a continuing relationship between the University and its former students. To help achieve this purpose, the Association shall sponsor programs meant to stimulate social and intellectual participation of all members of the Association, and to enable them to share in the growth and development of the University. The Association shall also endeavor to enlist the assistance of its members to strengthen the bond between the University and the community, to encourage gifts, to attract outstanding students and faculty and to contribute toward maintaining the ideals and purposes of the University.

**9.3.1.3 Governance.** The governance of the Alumni Association shall be vested in an Executive Director and an Alumni Advisory Council subject to the legislation of the Board of Regents and the administrative rules and regulations established by the President of the University.

**9.3.1.3.1 Membership.** Membership in the Association shall be either Participating or Honorary.

**9.3.1.3.1.1 Participating Members.** Individuals who have completed at least twenty-four (24) semester hours of credit at Living University, excluding current undergraduate students, and who are in harmony with the principles and philosophies of Living University and its principal sponsor, the Living Church of God, shall be eligible for membership in the Association as participating members. Reasonable annual dues shall be required for participating membership.

**9.3.1.3.1.2 Honorary Members.** Individuals who have rendered distinguished service to Living University, upon approval of the Executive Director and the President of the University, may be named honorary members of the Association. No annual dues shall be required of honorary members.

**9.3.1.3.1.3 Disqualification from Membership**

Upon any Living Church of God member, who is an alumnus, becoming disfellowshipped from the Church; or any nonmember of the Church, who is an alumnus, being judged by the Executive Director, with the advice and consent of the President of the University, to be active in opposing the work of the Church, said individual's membership in the Association and eligibility for the same shall terminate.

**9.3.1.3.2 Delegation.** The President is authorized to develop regulations for the University dealing with the Alumni Association and alumni constituencies.

## **9.4 Publications, Broadcasting, and Media Advertising**

### **9.4.1 Publications Policy**

The President is hereby authorized to develop regulations for the University dealing with the operation of all university publications including student publications supported in whole or in part by university monies provided for the express purpose of publication.

**9.4.1.1** Such regulations shall establish necessary management elements for the conduct of such publications, including specifying the line of authority and responsibility from the President to the staff of each publication; establishing the mode of funding and the procedures of budget approval; providing for the establishment of a publications staff organization, of fiscal authority and responsibility, and of guidelines for the conduct of operations.

**9.4.1.2** In addition, for student publications, and for institutional publications deemed by the President to be analogous to student publications, such regulations shall provide for a faculty adviser and for selection in a prudent manner of competent principal editors and advisers; shall provide for the establishment of appropriate ethical and professional standards; and shall provide for procedures for accepting and acting on complaints against the publication and its staff.

### **9.4.2 Broadcasting Services Policy**

**9.4.2.1** The President is hereby authorized to develop regulations for the University dealing with the conduct of broadcast activity by university affiliated facilities under Federal Communications Commission licenses.

**9.4.2.2** Such regulations shall provide for proper adherence to all applicable laws and for preparation and submission of all necessary reports, etc.; shall define the geographical service area and the audience of the broadcast facility; shall specify the educational and service objectives of the broadcast facility; shall characterize the unique educational and service contribution of the facility programming to its audiences; shall relate the facility and its programming to the university goals of service, teaching, and research; shall characterize the educational and service programming elements in the broadcast practices of the facility; shall provide for instructional programming as appropriate with the academic mission of the University; and shall support the academic mission of the University by providing for learning opportunities for students within the operational activities of the facility.

## **Article 10 Student Services, Regulations, and Policies**

### **10.1 Housing Policies and Regulations**

**10.1.1** The President is hereby authorized to develop regulations for the University dealing with student housing.

**10.1.2** Such regulations shall prescribe the scrupulous adherence to all applicable laws and regulations; shall provide for due consideration in housing facilities of health, safety, supervision, and creation of an

environment conducive to academic achievement and personal growth; shall establish eligibility or requirements for assignment of housing and fair and equitable procedures for leasing of housing; shall specify services related to provision of housing information and operation of housing facilities; and shall establish procedures for relating to non-college housing authorities, local officials, and local landlords which preserve the necessary standards of fairness, equity of treatment, and consistency of action which must mark university relations with such agencies, officers, and interested persons.

## **10.2 Student Rights and Conduct**

**10.2.1** The President is hereby authorized to develop regulations for the University dealing with student rights and conduct.

**10.2.2** Such regulations shall provide specific recognition of basic student rights in the university context; shall for the protection of students clarify the distinction between university conduct standards and those established by civil and criminal statutes; shall specify non-acceptable activities for students aimed at preserving the welfare of the university community and the protection of its population and the sanctions which may be imposed in the name of the University for commission of such non-acceptable activities; shall provide for the bringing of complaints regarding activities; for procedures for assessing such complaints, and for due process in determining whether violations of any standards have occurred; and shall provide for an appeal procedure to be available to those who wish to challenge the judgment arrived at by such established procedures.

**10.2.2.3** Separation of a student from the University for academic or nonacademic reasons is the responsibility of the President.

## **10.3 Student Constituencies and Recognized Student Organizations**

**10.3.1** The Associated Student Body of the University shall be comprised of all students of the University who are matriculated students. The government of the Associated Student Body shall be vested in a Student Council consisting of a student body president, a student body vice-president, a student body secretary and a student body treasurer, as executive officers, and representatives of recognized student organizations. The President of the University may authorize additional members of the Student Council.

**10.3.2** The President is authorized to develop regulations for the University dealing with the Associated Student Body and for recognized student organizations.

**10.3.3** The Associated Student Body shall be the official agency designated to represent students in matters pertaining to student welfare, student activities, student participation in university affairs, student participation in university planning and administration, and student opinion. The Associated Student Body shall make recommendations in writing to the chief student affairs officer concerning the distribution each fiscal year of student welfare and activity funds.

**10.3.4** The regulations shall establish the procedures by which the President or that officer's designee authorizes an organization as a recognized student organization.

**10.3.5** No student organization shall be authorized unless it adheres to all appropriate federal or state laws concerning nondiscrimination and equal opportunity; membership shall be limited to students officially affiliated with the University.

## **Article 11 Business, Fiscal, and Related Matters**

### **11.1 Tuition, Fees, and Charges<sup>19</sup>**

#### **11.1.1 Definition of Tuition, Fees, and Charges**

The categories of student tuition, fees, and charges are as follows:

11.1.1.1 Tuition is a charge collected in payment for instruction.

11.1.1.2 General student fees are mandatory fees assessed by term as a condition of enrollment in the University and for a special purpose.

11.1.1.3 Specific student fees are those fees which are necessary to the pursuit or completion of a specific instructional program and to the overall instructional costs of a student attending the University.

11.1.1.4 Charges for special non-instructional services and privileges. These charges are special purpose, incidental charges assessed for non-instructional services or privileges provided through the University. These charges are not of general application nor may they be assessed as a condition of enrollment. These charges are designed to cover the operating costs of the service being provided.

11.1.1.5 Funding for student programs developed to serve special student interests and activities such as a general student fee (student activity fee) to support a collection of such programs and voluntary dues which are individually and voluntarily assessed and collected by the personal efforts of students or the members of student groups.

#### **11.1.2 Authority to Set Tuition, Fees, and Charges**

Tuition and general student fees, except as delegated, shall be regulated and prescribed by the Board of Regents. The President shall establish specific student fees, charges for special non-instructional services and privileges, and funding for student programs.

#### **11.1.3 Delegation**

The President is authorized to adjust tuition rates and general student fees for limited promotional purposes, delivery of instruction to countries outside the United States and Canada, and in other circumstances as the president feels warranted. The President shall report such adjustments to the

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<sup>19</sup> Article 11.1 amended 03/04/2009.

Board of Regents in a timely manner and seek board authorization for adjustments that would exceed one calendar year. The President is further authorized to develop regulations concerning the funding for student programs developed to serve special student interests and activities and for the collection of dues which are individually and voluntarily assessed and collected by the personal efforts of students or the members of student groups.

#### **11.1.4 Notice in Publications**

Tuition, fees, and charges shall be published periodically in official university publications. Those students affected by changes in fees and charges shall be given notice through publication prior to the implementation of such changes.

#### **11.1.5 Fiscal Control**

Tuition and each fee or charge shall have adequate fiscal controls; shall be separately accounted for and budgeted for; and shall be susceptible to post audit, and shall be handled in accordance with established Board Statutes.

### **11.2 Budgetary Policy**

#### **11.2.1 Budget Development**

The President is responsible for development an annual budget for the University which shall be presented to the Board of Regents for approval and shall annually present to the Board a five (5) year projected budgetary plan as part of the Strategic Long-Range Plan.

#### **11.2.2 Internal Budget for Operation**

Subsequent to approval of the budget for the University, the President and/or designee is authorized to make budget adjustments as warranted.

### **11.3 Cash Management<sup>20</sup>**

The President of the University or designee is responsible for the development and implementation of cash management procedures but not limited to requesting funds, disbursement, credit balances, maintaining funds, refunds and repayments, tuition, fees, returned checks, non-payment, etc., in accordance with Federal regulations governing the federal financial assistance programs, university, and state regulations. Cash Management procedures are recommended by the Controller and chief student affairs officer (when applicable), and approved by the President.

#### **11.3.1 Authority**

The President of the University or the President's designee shall be responsible for the development and implementation of cash management procedures but not limited to requesting funds, disbursement, credit balances, maintaining funds, refunds and repayments, tuition, fees, returned checks, non-payment, etc., in accordance with Federal regulations governing the federal financial assistance programs, university, and state regulations. Cash Management procedures normally are to be

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<sup>20</sup> Article 11.3 amended 6/6/2012.

recommended to the President by the chief financial officer and chief student affairs officer (when applicable).

### **11.3.2 Authorizations**

Delegated to the Chair, Vice Chair and Secretary of the Board of Regents and the University's President and chief financial officer is the authority to approve opening an account and depositing University funds in a commercial bank or any other financial organization.

**11.3.2.1** Levels of authority shall include:

- Opening or closing any deposit account in the name of the University.
- Entering into written agreements on behalf and in the name of the University for Merchant Services Agreements, Remote Check Capture Agreements, or e-Banking services.
- Entering into written agreements for renting, maintaining, accessing, and terminating a Safe Deposit Box or Night Drop Depository Box.
- Signing a Corporate Authorization Resolution on behalf of the University and Board.
- Determining authority levels to endorse checks and orders for payment of money, approve business credit/debit card access devices, or otherwise withdraw or transfer funds on deposit with a bank.

**11.3.2.2** One signature shall be required for each transaction of \$3,000 or less. Two signatures shall be required for each transaction over \$3,000.

**11.3.2.3** No other organizational unit, department, or administrative office has authority to open an account or deposit University funds in a bank or other financial organization or to establish a petty cash fund except when specifically authorized in writing by the chief financial officer.

**11.3.2.4** All accounts names must begin with "Living University." All changes subsequent to the original authorization (i.e., increase or decrease in amount, change of bank) must be requested through the chief financial officer.

### **11.3.3 Delegations**

**11.3.3.1** The chief financial officer shall:

1. Obtain signature cards and other documents required by the bank to open the account.
2. Obtain signatures of the individuals authorized to disburse funds.
3. Be or designate the individual on-campus responsible for account (account custodian), as applicable.

**11.3.3.2** Copies of signature cards shall be maintained by the chief financial officer.

**11.3.3.3** The chief financial officer shall not have authority, without a written resolution approved by the Board, to:

- Sign, execute, or deliver promissory or other evidences of indebtedness to borrow money on behalf of or in the name of the University.



- Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the University as security for sums borrowed, or to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

## 11.4 Investments Policy

### 11.4.1 Investment Philosophy

The purpose of this Statute is to establish and communicate guidelines for the establishment of investment goals and strategies for the University. This policy statement is intended to be specific enough to be meaningful, yet flexible enough to be practical, given changing economic, business, and financial market conditions. A further purpose is to provide direction to investment advisors and a framework within which they are expected to work and be evaluated.

#### 11.4.1.1 Endowment Portfolio

The Endowment Portfolio shall be managed with the intention of obtaining the highest possible “total return,” i.e., current income plus net realized and unrealized appreciation, of the investment portfolio, balancing reasonable growth with maintenance of prudently acceptable risk and maximizing income to satisfy the needs of the various endowment funds. To mitigate the potential risk of loss while recognizing it will minimize potential gain, the University shall have what may be described as a moderate tolerance for risk with respect to its endowment portfolio.

#### 11.4.1.2 University Portfolio

The University Portfolio shall be managed with the intention of obtaining the highest possible “current income” for the investment portfolio while adhering to a prudent level of risk, which may be described as a moderate tolerance for risk.

### 11.4.2 Definitions

**11.4.2.1 Endowment Investments Portfolio.** The Endowment Investments Portfolio, hereinafter the “Endowment Portfolio,” shall include all principal of the endowment.

**11.4.2.2 University Investments Portfolio.** The University Investments Portfolio, hereinafter the “University Portfolio,” shall include all non-endowment investments of university funds.

### 11.4.3 Investment Goals

**11.4.3.1 Endowment Portfolio.** At Living University the practice shall be to manage the investment portfolios of the University and the endowment for the use and benefit of the institution in a manner such that:

**11.4.3.1.1** The investment advisor shall make reasonable efforts to preserve the principal of the Endowment Portfolio’s asset’s under his or her management based on the specific objectives of the University as outlined in quarterly written instructions from the Investment Committee.

**11.4.3.1.2** A total return shall be produced that equals or exceeds the inflation rate over a full market cycle and a return that includes income and capital appreciation.

**11.4.3.1.3** The Endowment Portfolio results shall be compared to the annual rate of return of five percent (5%) above the C.P.I.-U. over a five (5) to seven (7) year period. Portfolio results shall also be evaluated relative to returns available from low-risk investments as represented by the T-Bill rate.

**11.4.3.2 University Portfolio.** The practice at Living University shall be to manage the University Portfolio for the use and benefit of the institution in a manner such that:

**11.4.3.2.1** Liquidity of the University Portfolio shall be maximized, given the moderate level of risk the University will assume.

**11.4.3.2.2** University Portfolio results shall be compared to the annual rate of return of the C.P.I.-U. Portfolio results shall also be evaluated relative to returns available from low-risk investments as represented by the T-Bill rate.

#### **11.4.4 Gains and Losses**

The Director of Business Affairs is authorized to realize losses in any of the portfolios if such action would be consistent with the University's investment goals. Losses and gains realized on the University Portfolio shall be charged or credited against current income. Losses and gains realized on the Endowment Portfolio shall be debited or credited against the Endowment Gain and Loss Account and are not to be distributed on a current basis.

#### **11.4.5 Advisors**

The services of external investment advisors shall be utilized to assist in the management of the University and Endowment Portfolios. The number of advisors and the amount of funds under their aegis shall be determined by the Board of Regents. The services to be provided by investment advisors shall be specified in written agreements.

#### **11.4.6 Limitations**

**11.4.6.1** Not more than ten percent (10%) of the University Portfolio nor more than ten percent (10%) of the Endowment Portfolio shall be concentrated in any particular industry. Certificates of deposit in banks and savings and loans shall not be deemed as an investment in the banking or savings and loan industry. Since the total amount of funds held in the University and Endowment Portfolios fluctuates on a day-to-day basis, the percentage concentration test shall not be monitored daily on existing investments. Rather, the test of any industry shall be made as of the date that an investment is made.

**11.4.6.2** Not more than twenty (20%) of Endowment Portfolio investments shall be made directly in any foreign country and only when approved in advance by the Investments Committee.

**11.4.6.3** Not less than ten percent (10%) nor more than forty percent (40%) of the Endowment Portfolio shall be invested in common stocks. Additionally, not less than thirty percent (30%) nor more than seventy percent (70%) of the Endowment Portfolio shall be invested in fixed-income securities. For

purposes of this limitation, the amounts recommended to be maintained in short-term investments by the equity advisors shall be considered as invested in common stocks or fixed-income securities, respectively, as long as those funds are committed to be invested in common stocks or fixed-income securities.

**11.4.6.4** The stock held by the mutual funds owned by the Endowment Portfolio shall not be considered in computing the industry concentration limitations.

**11.4.6.5** The directors, trustees, and administrators of the various funds of the University and Endowment Portfolios may specify terms and conditions that are more restrictive than those of this Statute, but shall not permit a less restrictive policy without specific authorization from the Board of Regents.

**11.4.6.6** The quality rating guidelines which are to be used shall be the ratings as of the date of the purchase of the security. If a rating change occurs which disqualifies a security that is already present in one of the University's portfolios, the following procedures are to be implemented.

**11.4.6.6.1** If the security is a short-term investment, to mature within one (1) year from the date of the rating change, no action is required and the security may be held to maturity.

**11.4.6.6.2** If the security is a long-term investment, maturity exceeds one (1) year from the date of the rating change, the security must be sold within sixty (60) days from the discovery of the rating change.

**11.4.6.7 Marketability.** Securities purchased by the University and Endowment Portfolios may be listed on the New York, American, or other exchange or may be unlisted and traded over-the-counter provided that all securities purchased shall be readily marketable and meet the quality guidelines of this Statute.

**11.4.6.8 Gifts and Bequests of Securities.** Securities in the form of gifts and bequests to the University that have no ready market shall be accepted if, as determined by the Executive Committee, after review by a securities specialist and recommended by either the Investment Committee or the University's investment advisors. Moreover, gifts and bequests of common stock shall be reviewed pursuant to the principles set forth, at Section 8.15 Gifts to the University, in these Statutes designed to minimize liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of real property by the existence of hazardous waste or other environmental hazards.

**11.4.6.9 Authorized Investments.** The following categories of investments shall be authorized for the Endowment and/or the University Portfolios as indicated.

**11.4.6.9.1 Commercial Paper.** Investments in commercial paper shall be restricted to Endowment Portfolio only.

**11.4.6.9.1.1** If the maturity of the paper does not exceed sixty (60) days from the date of purchase, the following quality and amount limitations shall apply:

Rated A-1 [Standard and Poor's] and P-1 [Moody's], not more than three million dollars (\$3 million).

Rated A-1 not rated by Moody's not more than three million dollars (\$3 million).

Not rated by Standard and Poor's and rated P-1, not more than three million dollars (\$3 million).

Rated A-1 and P-2, not more than one million dollars (\$1 million).

Rated A-2 and P-1, not more than one million dollars (\$1 million).

**11.4.6.9.1.2** If the term is greater than sixty (60) days, but less than two hundred seventy (270) days, the following limitations shall apply:

An amount not to exceed three million dollars (\$3 million) in any corporation rated either A-1 and P-1 and whose long-term debt is rated AA (Moody's) or better, or whose parent company guarantees one hundred percent (100%) of the commercial paper of its subsidiary.

An amount not to exceed three million dollars (\$3 million) in any corporation rated either A-1 and not rated by Moody's, or P-1 and not rated by Standard and Poor's, and whose long-term debt is rated AA or better or whose parent company debt rating is AA or better, if that parent company debt rating is AA or better, if that parent company guarantees one hundred percent (100%) of the commercial paper of its subsidiary.

An amount not to exceed one million dollars (\$1 million) in any corporation rated A-1 and P-2, or A-2 and P-1, and whose long-term debt is rated A (Moody's) or better or whose parent company debt rating is A or better, if that parent company guarantees one hundred percent (100%) of the commercial paper of its subsidiary.

**11.4.6.9.1.3** No commercial paper may be purchased with a term greater than two hundred seventy (270) days.

**11.4.6.9.1.4** The total of commercial paper, certificates of deposit, and banker's acceptances in one institution may not exceed three million dollars (\$3 million), but up to nine million dollars (\$9 million) if the amount exceeding three million dollars (\$3 million) is in certificates of deposit that are one hundred percent (100%) collateralized at their market value. Demand accounts shall not be included in this calculation.

**11.4.6.9.1.5** The total investment in commercial paper shall not exceed fifty million dollars (\$50 million).

**11.4.6.9.1.6** See Section **11.4.6.1** and **11.4.6.2** for industry concentration and foreign corporation limitations.

**11.4.6.9.2 Bankers Acceptances.** Investments in bankers acceptances shall be restricted to Endowment Portfolio only.

**11.4.6.9.2.1** An amount not to exceed three million dollars (\$3 million) in any bank that is rated C or better by Keefe.

**11.4.6.9.2.2** The total of commercial paper, certificates of deposit, and banker's acceptances in one institution shall not exceed three million dollars (\$3 million) but up to nine million dollars (\$9 million) if the amount exceeding three million dollars (\$3 million) is in certificates of deposit that are one hundred percent (100%) collateralized at their market value. Demand accounts shall not be included in this calculation.

**11.4.6.9.2.3** No banker's acceptances shall be purchased with a term greater than two hundred seventy (270) days.

**11.4.6.9.3 Eurodollars.** Investments in Eurodollars shall be restricted to Endowment Portfolio only.

**11.4.6.9.3.1** An amount not to exceed three million dollars (\$3 million) in banks or subsidiaries of banks rated C or better by Keefe.

**11.4.6.9.3.2** No Eurodollars shall be purchased with a term greater than one (1) year.

**11.4.6.9.4 Corporate Bonds.** Investments in corporate bonds shall be restricted to Endowment Portfolio only.

**11.4.6.9.4.1** An amount not to exceed one million dollars (\$1 million) may be invested in the long-term debt instruments of any one company. Not more than 10% of the Endowment Portfolio shall be invested in any particular industry.

**11.4.6.9.4.2** Bonds shall be A-rated or better.

**11.4.6.9.4.3** No corporate bonds shall be purchased with a term greater than 40 years.

**11.4.6.9.5 Common Stock and Preferred Stock.** Investments in common stock and preferred stock shall be restricted to Endowment Portfolio only. An amount not to exceed three percent (3%) of the outstanding shares of a company may be purchased. Not more than ten percent (10%) of the Endowment Portfolio shall be invested in any particular industry. All stock shall be of investment grade and should be limited to those companies that are socially responsible.

**11.4.6.9.6 Mutual Funds.** Investments in mutual funds shall be restricted to Endowment Portfolio only. The investment in any particular fund shall not exceed five percent (5%) of the total Endowment Portfolio. Investment in any fund shall not exceed five percent (5%) of the total funds of the mutual fund. All mutual funds shall be of investment grade.

**11.4.6.9.7 Real Estate.** Investments in real estate shall be restricted to Endowment Portfolio only. Investments in real estate shall be made only upon specific authorization of the Board of Regents. Moreover, prior to the investment in any real estate the acquisition shall be reviewed pursuant to the principles set forth, at Section 8.13 University Property and Facilities, in these Statutes designed to

minimize liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of real property by the existence of hazardous waste or other environmental hazards.

**11.4.6.9.8 Municipal or State Bonds.** Investments in municipal or state bonds may be for University or Endowment Portfolios. Such investments are not restricted to either University or Endowment Portfolios.

**11.4.6.9.8.1** An amount not to exceed one million dollars (\$1 million) in any one municipality or state.

**11.4.6.9.8.2** Bonds shall be A-rated or better.

**11.4.6.9.8.3** No bonds shall be purchased with a term greater than thirty (30) years.

**11.4.6.9.9 Certificates of Deposit.** Investments in certificates of deposit may be for University or Endowment Portfolios.

**11.4.6.9.9.1 Collateralized at Market Value.** Not to exceed six million dollars (\$6 million) in any North Carolina bank. Such investments are not restricted to either University or Endowment Portfolios.

**11.4.6.9.9.2 Uncollateralized.** Not to exceed three million dollars (\$3 million) in any bank or savings and loan located in the United States if uncollateralized and the bank is rated C or better by Keefe, or unless the savings and loan's return on average net assets according to Kaplan and Smith's publication of savings and loans and net worth as a percentage of assets according to Sheshunoff's publication of all savings and loans rank in the top two-thirds of the savings and loans in the United States. Such investments shall be restricted to Endowment Portfolio only.

**11.4.6.9.9.3 Single Institution Limit.** The total of commercial paper, certificates of deposit, and banker's acceptances in a single institution may not exceed three million dollars (\$3 million) but up to nine million dollars (\$9 million) if the amount exceeding three million dollars (\$3 million) is in certificates of deposit that are one hundred percent (100%) collateralized at their market value. Demand accounts shall not be included in this calculation.

**11.4.6.9.9.4 Term Limit.** No certificate of deposit shall have a term exceeding one (1) year unless approved by the Controller and the President.

**11.4.6.9.10 U.S. Treasury Bills, Notes, and Bonds.** Investments in U.S. Treasury Bills, Notes, and Bonds are not restricted to either University or Endowment Portfolios. There are no limitations on amount invested or term.

**11.4.6.9.11 U.S. Government Agencies.** There are no limitations on amount invested or term. Such investments are not restricted to either University or Endowment Portfolios.

**11.4.6.9.12 Repurchase Agreements**

**11.4.6.9.12.1 Uncollateralized.** For the Endowment Portfolio only there shall be no limitations on the amount invested in this vehicle provided the term of the agreement shall not exceed thirty (30) days.

**11.4.6.9.12.2 Collateralized at Market Value.** For either University or Endowment Portfolios there shall be no limitations on the amount invested in this vehicle provided the term of the agreement shall not exceed thirty (30) days and is one hundred percent (100%) collateralized at market value by U.S. Government securities.

**11.4.6.9.13 Reverse Repurchase Agreements and Forward Commitments.** Limitations for the University and Endowment Portfolios are:

**11.4.6.9.13.1** An amount not to exceed three million dollars (\$3 million) may be committed under any reverse repurchase agreement or any commitment to buy U.S. Treasury Bills or U.S. Government Agency instruments at any one time.

**11.4.6.9.13.2** The length of the commitment may not exceed ninety (90) days.

**11.4.6.9.14 Other Investments.** Between meetings of the Board of Regents, if deemed advisable, other investments of the University and Endowment Portfolios not specifically authorized by this statute may be made if approved by the President and the Executive Committee of the Board of Regents. Any such action shall be taken to the Board of Regents at its next meeting for approval.

**11.4.6.10 Social Responsibility.** All investments of the University and the Endowment Portfolios shall be limited to those companies that are socially responsible. Proxies shall be voted accordingly.

**11.4.6.11 Management of Investments.** Except as provided herein, the Controller under the direction of the President shall be authorized to implement and administer this Statute and manage the University and Endowment Portfolios in accordance with this Statute.

**11.4.6.11.1** The Controller is granted continuing authority to purchase, to sell, or to transfer between university accounts those securities held as investments.

**11.4.6.11.2** The Controller shall prepare cash flow projections and shall recommend to the President the amount of investments to be procured.

**11.4.6.12 Effective Date.** It is understood that some of the current holdings may not meet the terms of this Statute on the date it becomes effective. Those holdings not in compliance may be maintained until the President, as advised by the Controller, determines that sale would be in the best interests of the University or Endowment Portfolio. Any such current investments not in compliance with this Statute still held by the University or Endowment Portfolio six (6) months after the effective date of this Statute shall be referred to the Board of Regents for a final decision as to disposition.

**11.4.6.13 Exceptions.** Modifications and exceptions to this Statute shall be authorized only by resolution of the Board of Regents or as provided herein. The terms and conditions of this Statute as to the

Endowment Portfolio may be waived if specified by the terms of a gift and approved by the Board of Regents.

**11.4.6.14 Reporting and Accountability.** The President shall be accountable to the Board of Regents for implementing this Statute. The President shall cause a written report to be made to the Board of Regents at each regular meeting on the status of the University and Endowment Portfolios.

## **11.5 Procurement Policy**

### **11.5.1 Competitive Acquisition**

The practice of the University shall be to buy on a competitive basis, when practicable, from responsible suppliers irrespective of the amount to be expended.

### **11.5.2 Procedure**

The President shall develop regulations for procurement matters and shall seek the authorization of the Board for the contractual authority and commitment limits for persons delegated contractual authority.

## **11.6 Internal Audit Policy**

The President of the University, or his delegate, shall be responsible for the development and implementation of a program of internal audit.

## **11.7 Records Management Program**

**11.7.1** The University shall have a records management program which shall provide for the maintenance of records in an efficient and orderly manner and for the discharging of records no longer needed. The program shall comply with all state and federal regulations.

**11.7.2** The details of the program established shall include those general guidelines herein established, and the program shall become effective when submitted in writing to and approved by the President.

**11.7.3** The program shall include consideration of the following:

**11.7.3.1** Retention Schedules with consideration in regard to legal constraints, operational needs, and archival value.

**11.7.3.2** Storage and Retrieval with consideration in regard to filing systems, medium (paper, microfilm, computer storage, microfiche).

**11.7.3.3** Designation of individual responsible for the program.

**11.7.3.4** Provisions for appropriate confidentiality of records.

**11.7.3.5** Provision for identification of and special care of records vital to the continuation of operations in the event of disaster.



## 11.8 Travel Regulations

The President is hereby authorized to develop travel regulations.

## 11.9 Risk Management Program

The University shall participate in self-insurance and risk management programs with the Living Church of God that are mutually advantageous. Any program of self-insurance shall include:

### 11.9.1 Retention of Risks

Retention of risks by the University within its financial capabilities through the establishment of self-insurance limits to be determined by normal loss levels.

### 11.9.2 Risk Management Program

Initiation of internal risk management programs intended to reduce the University's exposure to potential liabilities.

## 11.10 University Property and Physical Facilities

### 11.10.1 Real Property (Land)

The Board of Regents shall approve matters relating to the acquisition and disposal of real property.

**11.10.1.1 Acquisition.** Prior to the purchase of any real property, the President shall cause appropriate inquiry to be made into the previous ownership and uses of such property to minimize liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of the property by the existence of hazardous waste or other environmental hazards. The President shall undertake all appropriate inquiry, including physical inspection by persons with appropriate qualifications, consistent with good commercial or customary practices and may contract for such services by specialists in such matters. The President shall report the findings and make appropriate recommendations to the Board.

**11.10.1.2 Disposal.** Real property may only be disposed of upon authorization of the Board of Regents.

### 11.10.2 Physical Facilities

**11.10.2.1 Master Plan for Capital Improvements.** The President shall develop a Master Plan for Capital Improvements. The President shall present this plan and its annual update to the Board of Regents and shall incorporate such plan into the Strategic Long-Range Plan.

**11.10.2.2 Uniform Building Code.** To insure safety all new construction, including but not limited to buildings, structures and facilities, streets, drives and all other areas belonging to the University, shall meet the requirements of the current edition of the Uniform Building Code. If the President determines that a variance from the Uniform Building Code is warranted then the President shall seek authorization for the variance from the Board of Regents.

**11.10.2.3 Naming Physical Components of the University.** The Board of Regents reserves the right to name, or rename, all buildings, structures and facilities, streets, drives and all other areas belonging to the University.

### **11.10.3 Use of University Property**

The President is hereby authorized to develop regulations for the use of university premises.

## **11.11 Gifts to the University**

### **11.11.1 Cash and Securities**

The President and President's designees are authorized to accept gifts of cash and securities in the name of the University.

### **11.11.2 Real Property (Land)**

**11.11.2.1 Duty to Investigate.** Prior to the acceptance of any real property as a gift or bequest to the University, the President shall cause appropriate inquiry to be made into the previous ownership and uses of such property to minimize liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of the property by the existence of hazardous waste or other environmental hazards. This shall include gifts of common stock, partnership or other interests, which could result in liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of real property by the existence of hazardous waste or other environmental hazards.

**11.11.2.2 Reporting Findings.** The President, or the President's delegate, shall undertake all appropriate inquiry, including physical inspection by persons with appropriate qualifications, consistent with good commercial or customary practices and may contract for such services by specialists in such matters and shall report the findings to the Executive Committee of the Board.

#### **11.11.2.2 Contaminated Property**

**11.11.2.2.1 Unreasonable Risk.** If the Executive Committee concludes that a gift or bequest would result in unreasonable liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of the property by the existence of hazardous waste or other environmental hazards then the Executive Committee may decline the gift or bequest. The Executive Committee shall instruct the President, or the President's delegate, to formally and legally reject such gift or bequest within the time restraints for the declination of such gifts or bequests as required by law.

**11.11.2.2.2 Reasonable Risk.** If the Executive Committee concludes that the gift or bequest would result in reasonable liability under 101(35)(B) of CERCLA, 42 U.S.C. § 9601 (35)(B), or other laws, for contamination of real property by the existence of hazardous waste or other environmental hazards then the Executive Committee shall refer the matter together with its recommendations to full the Board of Regents. The Board of Regents shall instruct the President, or the President's delegate, to formally and legally accept or reject such gift or bequest within the time restraints for the declination of such gifts or bequests as required by law.

### **11.11.2.3 Non-contaminated Property**

If the Executive Committee of the Board of Regents finds that such gift or bequest will not result in such liability then they may authorize the President, or the President's delegate, to accept the gift or bequest.

## **Article 12 Institutional Research and Planning**

### **12.1 Institutional Research**

(reserved)

### **12.2 Long-Range Strategic Planning**

#### **12.2.1 Five-Year Strategic Long-Range Plan**

The University shall develop and maintain a five-year Strategic Long-Range Plan, as well as a planning and evaluation process, which addresses its educational, physical, and financial growth. The Strategic Long-Range Plan shall be revised annually.

#### **12.2.2 Planning Objectives**

The primary objectives to be realized in the planning process shall be the following:

**12.2.2.1** To enhance the probability that the mission of the University will be fulfilled.

**12.2.2.2** To increase dialogue between the administration, faculty, staff, and students.

**12.2.2.3** To foster improvement of the conceptualizing and understanding of program planning, resource allocation, and managing processes.

**12.2.2.4** To improve planning and management processes at all levels at the University.

**12.2.2.5** To demonstrate the effectiveness of the University in achieving its institutional mission and scope.

#### **12.2.3 Delegation**

The President is hereby authorized to issue regulations for the development and maintenance a five-year Strategic Long-Range Plan, as well as a planning and evaluation process, which addresses the University's educational, physical, and financial growth. The President shall set the annual planning and evaluation cycle for the University such that the Board may annually review and approve amendments to the Strategic Long-Range Plan at the annual meeting.

## **Article 13 Policy on Drug-Free Campus**

### **13.1 Drug-Free Campus**

The use or possession of drugs in a college and university environment is inconsistent with the goals of an educational institution and cannot be permitted to exist unchecked. The Board of Regents is committed to maintaining a drug-free campus and seeks to promote drug and alcohol abuse prevention.

Consequently Living University seeks to maintain a drug-free campus and prohibits the unlawful manufacture, distribution, dispensing, possession or use of any controlled substances in the workplace (which refers to any property owned or controlled by the University).

## **13.2 Notification and Awareness**

### **13.2.1 Annual Statement**

The University shall annually publish a statement notifying the University community that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on campus and specifying the actions that shall be taken against violators for infraction of such prohibition. The annual distribution to each student and employee shall consist of the following:

**13.2.1.1** Standards of conduct that clearly prohibit, at a minimum, the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees on its property or as part of any of its activities;

**13.2.1.2** A description of the applicable legal sanctions under local, state, or federal law for the unlawful possession or distribution of illicit drugs and alcohol;

**13.2.1.3** A description of the health risks associated with the use of illicit drugs and the abuse of alcohol;

**13.2.1.4** A description of any drug or alcohol counseling, treatment, or rehabilitation or reentry programs that are available to employees or students; and

**13.2.1.5** A clear statement that the University will impose sanctions on students and employees (consistent with local, state, and federal law), and a description of those sanctions, ranging from completion of an appropriate rehabilitation program up to and including expulsion or termination of employment or academic status and referral for prosecution, for violations of the standards of conduct required of students and employees.

### **13.2.2 Drug-Free Awareness Program**

The University shall establish and maintain a drug-free awareness program.

## **Article 14 Intellectual Property**

The University acknowledges the ownership rights associated with intellectual property and requires students and employees to adhere to all applicable state and federal laws. Intellectual property is property protected by copyright, trademark, or patent law.

### **14.1 Works Made for Hire**

The University recognizes that the works made for hire doctrine applies to University employees. Under this doctrine, a work made for hire is defined as a work prepared by any employee within the scope of his or her employment. Other works created under the terms of an agreement between the University and a creator may also be deemed works made for hire under that agreement. Works include any material that may receive protection under federal patent, copyright, or trademark law. The University

retains its ownership of works made for hire and all rights incidental to that ownership except as stated below. This policy does not include independent works by employees that were not created within the scope of employment.

## **14.2 Academic Exception**

The University recognizes an academic exception to the works made for hire doctrine. It is the University's policy that employees own copyright to traditional works that they create for traditional academic purposes. The employee grants and the University retains a "shop right" in these works. A "shop right" includes the right of perpetual, royalty-free, non-exclusive use of the works within the institution for educational and research purposes. Regardless of any use of institutional resources or the work made for hire doctrine, the ownership of textbooks, scholarly monographs, trade publications, maps, charts, articles, novels, nonfiction works, supporting materials, artistic works, syllabi, lecture notes, educational software and multimedia, and like works will reside with the creator(s) and all rights incidental to that ownership will belong to the creator(s). Employees, however, may not use University resources to commercialize or publish a work without written approval from University administration.

## **14.3 Student Works**

The University recognizes that students retain ownership of intellectual property submitted in fulfillment of academic requirements. By enrolling in the institution, the student gives the institution a "shop right" in any work created in fulfillment of academic requirements. This "shop right" includes a perpetual, non-exclusive, royalty-free license to mark, modify, and retain the work as may be required by the process of instruction. Moreover, as lectures, presentations, and distance learning materials are the intellectual property of the University, and often other third parties, such works are proprietary protected by copyright law. Therefore notes taken by students from such activities may only be used for personal educational purposes. Publication of class notes may be unlawful copyright infringement.

## **14.4 Other Agreements**

**14.4.1** In support of its mission, the University, an employee or a student may voluntarily enter into other agreements for ownership or sharing of royalties. In these instances, the written agreement is controlling, not this policy.

**14.4.2** In the case of a work created under the provisions of a grant, the terms of the grant will determine the ownership and all rights incidental to the ownership of the property created, not this policy.

**14.4.3** All revenue derived by the University from the creation and production of intellectual property, shall be used for educational and research purposes that directly support the University's mission.

## **14.5 Dispute Resolution**

### **14.5.1 Questions**

Prior to creating works using University resources, employees and students should direct intellectual property ownership questions to the chief academic officer.

### **14.5.2 Employee Issues**

If issues related to ownership of intellectual property arise and cannot be resolved informally, University employees may seek resolution through the Basic Grievance Procedure (6.1). Prior to initiating litigation, both parties will participate in mediation of the dispute before a neutral third party mediator and will equally share the cost of such mediation.

### **14.5.3 Student Issues**

If issues related to ownership of intellectual property arise and cannot be resolved informally, University students may seek resolution through the Student Grievance Procedure for Academic Matters as outlined in the Student Handbook.

## **Article 15 Reduction in Force**

If the Board of Regents determines that there is a necessity for a reduction in force of two or more persons because of financial exigency, decline or change in student composition or enrollment, or program change, or other valid reasons which will result in termination of any employee(s), the following guideline shall be followed:

### **15.1 Definitions**

The following terms have the meanings indicated:

#### **15.1.1 Day**

Day means the University working days, except where calendar days are specified.

#### **15.1.2 Degrees Held**

Degrees held means the achievement of educational degree(s) from a recognized college or university which is(are) directly related to the needs of the college.

#### **15.1.3 Employee**

Employee means any person employed by the University, full-time or part-time, except student employees.

#### **15.1.4 Financial Exigency**

Financial Exigency means any significant decline in the University's financial resources that compels a reduction in the University's current operations budget.

#### **15.1.5 Length of Service**

Length of Service means years of employment with the University for those with a teaching assignment, a nine month contract will constitute one year of service.

### **15.1.6 Performance**

Performance means the appraisal of work quality and effectiveness by the employee's appropriate superiors.

### **15.1.7 Productivity**

Productivity means the numbers of students served and/or student credit hours generated or the quantity/volume of services produced by an employee.

### **15.1.8 Program Change**

Program Change means any elimination, curtailment, or reorganization of a curriculum offering, program, or University operation.

### **15.1.9 Services Performed**

Services Performed means the scope and magnitude of activities performed and/or directed by an employee, but not limited to classroom teaching, which are utilized by the college.

### **15.1.10 Skills**

Skills means the areas of expertise in which they have been trained and the degree to which they have been developed by an employee and which are of benefit to the college.

### **15.1.11 Termination**

Termination means the cessation of employment before the end of a contract period. The non-reappointment of an employee on a specified term appointment is not a termination, and no objection to the non-reappointment may be filed with this procedure.

### **15.1.12 Training**

Training means instruction, not normally leading to an academic degree, which is related to needs of the University.

### **15.1.13 Years of Experience**

Years of Experience means total years of work experience related to an employee's current position, regardless of location, and for those employed with a teaching assignment, academic year month contracts will constitute one year of service.

## **15.2 Determination**

If the President determines that circumstances are present and the termination of employment of two or more employees is a necessary or advisable consequence of that circumstance, then the President shall prepare a written Determination Statement for the Board of Trustees or its designated committee. Once the Board of Regents has concluded that there is a necessity for a reduction in force, the President shall determine the employment categories in which reductions shall take place, the numbers of reductions within affected categories, and the particular employees to be terminated.

## **15.3 Selection**

In selecting which employees within particular employment categories are to be terminated, the President shall give primary consideration to the maintenance of a sound and balanced educational

program that is consistent with the mission of the University. Secondary consideration will be given to the following and will only be taken into account in the event a decision cannot be made based on the primary considerations: Performance, Degrees held, Productivity, Training, Skills, Years of Experience, Services Performed, and Length of Service.

## **15.4 Notice**

Notice of reduction in force termination shall be by certified mail, return receipt requested, to the employee to be terminated. The notice shall include a statement of condition requiring termination of employment, date of the termination, and other pertinent data. The employee's address, as it appears on the college's records, shall be deemed to be the correct address. It shall be the employee's responsibility to see that the college has his/her current address on file.

## **15.5 Timeliness**

An employee shall be given not less than 30 calendar days notice before the termination becomes effective, unless the reason is financial exigency. When termination is based on financial exigency, the college shall make every reasonable effort, consistent with the need to maintain sound educational programs and within the limit of available resources, to give as much notice as is possible under the circumstances of the financial exigency.

## **15.6 Appeal**

Within ten (10) days after receiving a notice of termination, an employee may appeal the action to the Board of Regents. Appeals may be made solely to determine whether the decision to terminate was arbitrary or capricious with respect to that individual. Appeals under this policy shall be limited to matters involving termination of employment and shall not apply to reductions in contract length. An appeal of a reduction in force decision must be in writing and addressed to the Chair of the Board of Regents, with a copy to the University President. The appeal must specify the grounds on which it is contended that the decision was arbitrary or capricious and must include a short, simple statement of facts that the employee believes supports the contention.

## **15.7 Conduct of the Hearing**

The hearing shall, if possible, be conducted prior to termination of employment. The Board of Regents may hear the case or direct a committee designated by the Board to conduct a hearing of the facts and issues. The hearing shall include only members of the Board of Regents, the employee, President, and such witnesses as may be called in attendance, except that the employee and the President may each be accompanied by a person who may give counsel. The cost of a transcript, if desired, shall be done by the party making the request. The burden is on the employee to prove to the Board by a preponderance of the evidence that the decision to terminate was arbitrary or capricious. A board member who has a significant conflict of interest shall disqualify himself/herself or be excused by the Board's adoption of a motion to disqualify himself/herself. The committee shall report its findings to the Board with recommendations. The Board at its next meeting, or as soon as possible thereafter, shall consider the report and modify, alter, set aside or affirm said report and certify its findings to the President, which shall be binding. Such a determination finally concludes the appeal. If the Board determines that the employee's contention has been established, it shall direct the President to so notify him by a written notice and to state what correction action will be taken.

## **15.8 Obligation with Respect to Re-employment or Other Employment**

**15.8.1** For one year after the effective date of a termination pursuant to this procedure's provisions, the Board shall not fill the position of an employee whose employment has been terminated without first offering the position to the employee who has been terminated. The offer shall be made by certified



mail, return receipt requested, and the employee shall be notified that he/she must submit written acceptance within five calendar days. Failure to accept within five calendar days, or rejection of the position, eliminates all re-employment rights of the employee.

**15.8.2** An employee who is re-employed within three years, shall have restored to him all of the sick leave he had accrued on the effective date of the termination.

**15.8.3** When requested by the person whose employment has been terminated, the University shall give him reasonable assistance in finding other employment.

## **15.9 Exclusive Reduction in Force Procedure**

This reduction in force procedure is the only procedure that may be used in a reduction in force. Any existing grievance or appeal procedure for reconsidering or examining an employee discharge, non-reappointment, or grievance is not available for considering an issue that arises from a reduction in force and shall not be used. Similarly, no other personnel action other than a reduction in force may be considered under this reduction in force procedure.

## **Article 16 Succession Plan**

Succession planning is an effort designed to ensure the continued effective performance of the University by making provisions for the development and replacement of key positions and work activities over time.<sup>21</sup>

### **16.1 Presidential Succession**

This is a plan for contingencies due to the disability, death or departure of the President.

#### **16.1.1 Temporary Absences**

The Vice President of Academic and Student Affairs shall perform all duties of the President, as acting President, during the President's temporary absence(s).

#### **16.1.2 Presidential Vacancy**

If the University is faced with a presidential vacancy, Living University shall follow the plan set forth below to facilitate the transition to both interim and longer-term leadership.

16.1.2.1 The Vice President of Academic and Student Affairs shall serve as the Interim President upon resignation or death of the President.

16.1.2.2 If the Vice President of Academic and Student Affairs is unable or unwilling to serve, the appointee for the position of Interim President shall be in the following order:

Executive Director of Business Services

Executive Director of University Relations

Person named by the Executive Committee

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<sup>21</sup> Article 16 adopted 9/4/2008.

16.1.2.3 The individual appointed Interim President shall have the full authority for decision-making and independent action as the regular President.

16.1.2.4 The Interim President may be offered compensation to be determined by the Executive Committee.

16.1.2.5 The Executive Committee will be responsible for monitoring the work of the Interim President. The committee will be sensitive to the special support needs of the Interim President in this temporary leadership role.

### **16.1.3 New President Selection Process**

#### **16.1.3.1 Appointment of a Search Committee**

The Board of Regents will appoint a Search Committee in a timely manner to plan and carry out a transition to a new permanent President. The Board will also consider the need for outside consulting assistance depending on the circumstances of the transition and the Board's capacity to plan and manage the transition and search. The Search Committee shall plan for the recruitment and selection of the permanent President according to the procedures set forth below.

#### **16.1.3.2 Identification of Potential Successors**

Before initiating the search for candidates to succeed the University President, the Search Committee should review the mission and scope of the University to determine the type of individual who would best lead it toward such accomplishments.

#### **16.1.3.3 Candidate Qualifications**

The Search Committee should objectively assess the merits of potential successors using the following guidelines. The candidate should possess:

1. an earned doctorate and relevant experience in higher education; knowledge of issues concerning higher education;
2. the ability to establish an effective rapport with personnel in the University;
3. knowledge of higher education administration and the ability to administer objectives and goals set by the Board of Regents;
4. ability to effectively communicate, both orally and in written form; and problem-solving skills and demonstrate the ability to reach conclusions logically and that will best benefit the University; and
5. spiritual qualities befitting the position of President of Living University.

#### **16.1.3.4 Candidate Selection and Compensation**

The Search Committee should recommend to the Board of Regents the three most qualified candidates for the office of President of the University. The Board of Regents should, in a special meeting of the Board, interview the three candidates recommended by the Search Committee and determine the final selection for the new University President. Compensation for the new President shall be negotiated

between the new President and the Board of Regents and detailed in a contract prior to the commencement of employment.

## **16.2 For Academic and Nonacademic Leadership/Management Positions**

### **16.2.1 Delegation**

The President is hereby authorized to develop regulations for the University dealing with succession planning for academic and nonacademic leadership positions.

### **16.2.2 Guidelines**

Such regulations shall set forth a list of key positions for succession planning at two levels, that of (a) University executive officers, and (b) directors, departmental managers, and chairs. Regulations shall also address a succession planning process purposed to helping and encouraging employees in becoming potential candidates for succession planning positions in the academic or non-academic stream or both.

## **16.3 Review and Revision<sup>22</sup>**

The board desires that the succession plan be kept timely. At the Annual meeting the President shall report to the Board of Regents regarding this provision for succession planning and the state of the succession planning process for academic and nonacademic leadership positions. The President shall report to the board any suggestions for revision in this statute.

## **Article 17 Information Systems Policy**

This policy shall be adhered to by all University units as well as all individuals who operate or use the information technology resources of the University. In addition, this policy applies to use of information technology resources that are entrusted to the institution by other organizations. In case of conflict, local, state, or federal laws supersede this policy.<sup>23</sup>

### **17.1 Access to Information Technology Resources**

Access to the University's information technology resources is a privilege, not a right, granted to University students, faculty, and staff. The University reserves the rights to extend, limit, restrict, or deny privileges and access to its information resources. Individuals other than University faculty, staff, and students may be permitted access to information technology in a manner consistent with the University's mission and vision, policy, and guidelines.

### **17.2 Scope**

All users of the technology systems are bound by applicable local, state, and federal laws and regulations. All people must act ethically, appropriately, and responsibly while using the University's information technology resources. All users of University information systems must respect the rights of other users, maintain the integrity of the resources, and comply with all pertinent licenses and contractual agreements.

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<sup>22</sup> Article 16.3 amended 6/6/2012.

<sup>23</sup> Article 17 adopted 1/6/2010.

### **17.3 Privacy**

Information technology provides important means of communication, both public and private. Users will respect the privacy of person-to-person communication in all forms including, but not limited to, voice (telephone), text (electronic mail and file transfer), and image (graphics and television). Authorized personnel are permitted to view and/or modify any electronic files, including electronic mail messages, as required by law, for any legitimate business reasons, or in the course of diagnosing and resolving system problems and maintaining information integrity.

### **17.4 Use of Resources and Accounts**

University resources and accounts are to be used for the activities or purposes for which they are assigned. University computing resources are not to be used for commercial purposes.

### **17.5 Warranties and Damages**

The University makes no warranties of any kind, expressed or implied, for the technology services it is providing. The University will not be responsible for any actual or perceived damages suffered from the use of its information technology resources.

### **17.6 Policy Violations**

Violations of this policy shall be cause for discipline. Alleged violations of this policy shall be subject users to the University's disciplinary procedures. Illegal activities by users of University technology resources, including but not limited to illegal downloading and file sharing, are prohibited.

### **17.7 Delegation**

This policy provides general guidance and may be supplemented by additional regulations governing particular sub-systems of the University information technology resources. The President is hereby authorized to develop appropriate guidelines, regulations, and procedures to implement the policy.

## **Article 18 Privacy Policy<sup>24</sup>**

### **18.1 Definitions**

The following terms have the meanings indicated:

#### **18.1.1 Personal Information**

Personal Information means information about an identifiable individual, such as name, age, home address and phone number, marital status, financial information and details of one's involvement with the University. Personal Information does not include Contact Information (described below).

#### **18.1.2 Contact Information**

Contact Information means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number, to the extent that such information is collected, used or

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<sup>24</sup> Article 18 adopted 6/3/2010.

disclosed, as the case may be, for the purposes of contacting an individual in that individual's capacity as a University worker or official of an organization and for no other purposes. Contact Information is not covered by this policy.

### **18.1.3 University Website**

The University creates and maintains a number of official websites for students, employees, and the general public. These are collectively referred to as the University Website.

## **18.2 Personal Information**

### **18.2.1 Why the University Collects Personal Information**

The University may collect information provided in writing (including via electronic media) or verbally about its students, faculty, alumni, donors, and others who access its products and services and does so for the following purposes, depending upon the specific circumstances:

- fulfillment of requests for literature;
- to respond to requests for information, counselling and guidance;
- to provide instruction, mentoring, counselling and follow-up activities for students;
- communicating with and understanding the needs of students, faculty, staff, alumni, and their families;
- to deliver requested products and services;
- maintaining a record of one's involvement with the University;
- fundraising and institutional advancement activities;
- recording and processing donations and gifts;
- to provide receipts for income tax purposes ;
- managing the University's relationship with students, faculty, staff, alumni, and donors;
- meeting any legal, licensure, accreditation or regulatory requirements;
- analysis for management purposes; and
- other purposes consistent with the foregoing in order to fulfill the University's mission.

### **18.2.2 Consent**

The University shall obtain the consent of its students, faculty, alumni and others accessing its products and services to collect, use or disclose Personal Information (except where, as noted below, the University is authorized to do so without consent). Consent can be provided orally, in writing, electronically or through an authorized representative, or it can be implied where the purpose for collecting, using or disclosing the Personal Information would be considered obvious and the individual voluntarily provides Personal Information for that purpose. Consent may be implied where the individual concerned is given notice and a reasonable opportunity to opt out of his or her Personal Information being used for mail-outs or fundraising and the individual does not opt out.

Subject to certain exceptions (e.g., the Personal Information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), individuals can withhold or withdraw their consent for the University to use their Personal Information in certain ways. An individual's decision to withhold or withdraw consent to certain uses of Personal Information

may restrict the University's ability to provide particular services or products. If so, the University should explain the situation to assist the individual in making the decision.

The University may collect, use or disclose Personal Information without an individual's knowledge or consent when permitted by law including, by way of example:

- When the collection, use or disclosure is required or authorized by law (e.g., Directory Information permitted by FERPA);
- In an emergency that threatens an individual's life, health or personal security;
- When the Personal Information is available from a public source (e.g., a telephone directory); and
- When the University seeks or otherwise requires legal advice from an attorney.

### **18.2.3 Use of Personal Information**

The University shall limit its collection, use and disclosure of Personal Information for purposes that would be considered reasonable in the circumstances and only such information as is required for the purposes of providing services, products or information to students, faculty, staff, supporters, and others who access its products and services. The University shall use only fair and lawful methods to collect Personal Information. The University's use of Personal Information shall be limited to the purposes described in this policy. The University should not use or disclose an individual's Personal Information for any additional purpose without consent.

### **18.2.4 Disclosure of Personal Information**

As a general rule, all information concerning students, faculty, alumni, donors, and others who access University products and services should be held in strict confidence and, except in limited circumstances, not revealed to anyone else unless expressly or implicitly authorized by such individuals. Where the University is obliged or permitted to disclose Personal Information without consent, the University shall not disclose more information than necessary.

Personal Information collected by the University shall be collected for its own requirements and the University shall not sell, loan or share such Personal Information with outside entities; however, the University may publish or otherwise release certain Personal information as Directory Information as authorized pursuant to the Family Educational Rights and Privacy Act (FERPA) and various University policies, rules, and procedures related thereto. Moreover, there are a few exceptions including but not limited to the following:

- The University may, with consent, provide Personal Information to another entity affiliated with it if it has no local presence where the person is located or if the entity's activities are more closely matched to his or her needs and requirements.
- The University may provide Personal Information to third party agencies or ministries (e.g., a Living Church of God entity Living) with which we have a joint venture or affiliation.
- The University may provide Personal Information to outside suppliers or contractors from whom it obtains services.
- The University may disclose Personal Information to meet regulatory requirements or otherwise without consent, as required or permitted by law in fulfillment of its mission.

### **18.2.5 Retention of Personal Information**

Should the University use an individual's Personal Information to make a decision that directly affects the individual, it shall retain that Personal Information for at least one year so that the individual has a reasonable opportunity to request access to it. Subject to the foregoing, the University should retain Personal Information only as long as necessary to fulfill the identified purpose or a legal or business purpose. In that the University endeavours to maintain a life-long relationship with its students, faculty, alumni, donors, and others, it therefore may retain any Personal Information provided until a period of seven years from the last contact with said person, unless otherwise instructed and/or subject to legal requirements. When a person's Personal Information is no longer required by Living University for business, legal, accreditation, licensure, archival, or other normal business purposes, the University shall maintain procedures to destroy, delete, erase or convert it into anonymous form. Currently, the principal place in which the University holds Personal Information is Charlotte, North Carolina, U.S.A. Such information may also reside in such other University locations as its business operations may require.

### **18.2.6 Ensuring Accuracy of Personal Information**

The University should endeavour to ensure that any Personal Information provided by its students, faculty, staff, alumni and others, and in its possession, is as accurate, current and complete as necessary for the purposes for which it uses that information. The University should make reasonable efforts to ensure such Personal Information is accurate and complete where it may be used to make a decision about the individual or disclosed to another entity. Individuals may request correction to their Personal Information in order to ensure its accuracy and completeness. A request to correct Personal Information should be made in writing and provide sufficient detail to identify the Personal Information and the correction being sought. If Personal Information is demonstrated to be inaccurate or incomplete, the University should correct the information as required and send the corrected information to any organization to which it disclosed the Personal Information in the previous year or if it is otherwise reasonable to do so. If the correction is not made, the University should note the correction request in the appropriate file.

### **18.2.7 Protection of Personal Information**

The University shall be committed to ensuring the security of Personal Information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risk. The University should endeavour to maintain appropriate physical, procedural and technical security with respect to their offices and information storage facilities so as to ensure that Personal Information is appropriately protected. This also applies to the disposal or destruction of Personal Information. The University shall further protect Personal Information by restricting access to it to those University workers that the management of the University has determined a need to know that information in order that the University may provide its products and services. If a University worker misuses Personal Information, this should be considered as a serious offence for which disciplinary action may be taken, up to and including termination with cause. If any individual or organization misuses Personal Information provided to them for the purpose of providing services to or for the University, this will be

considered a serious issue for which action may be taken up to and including termination of any agreement between the University and that individual or organization. The University should review its procedures and security measures from time to time to ensure that they remain effective and appropriate.

### **18.2.8 Access to Personal Information**

Students, faculty, staff, alumni, donors, and others who access University literature and services have a right to access their Personal Information, subject to certain exceptions. In certain exceptional situations, Living University may not be able to provide access to certain Personal Information that it holds about an individual. For example, the information may be protected by a solicitor-client (or “attorney-client”) privilege. By way of further example, Living University may not provide access to Personal Information if doing so would reveal Personal Information about another individual. If access cannot be provided, the University shall notify the individual of the reasons for refusal. A request to access one’s own Personal Information must be made in writing and provide sufficient detail to identify the Personal Information being sought. A request to access Personal Information should be forwarded to the Registrar who shall serve as the University’s Privacy Officer. Upon request, the University should also advise as to how an individual’s Personal Information has been used and is being used and to whom it has been disclosed, if applicable.

### **18.3 Online Privacy Statement**

Privacy on the Internet is extremely important. As online users provide the University with personal information, they shall be provided with the terms and conditions surrounding the nature of and what the university does with that information. As Living University creates and maintains a number of official websites for students, employees, and the general public, the President shall establish procedures for protecting and safeguarding privacy. Further, the President of the University shall develop and issue an Online Privacy Statement, consistent in content and format with general good practice in colleges and universities and with this policy, and publish it on the University Website.

### **18.4 Delegation**

The President is authorized to develop, publish, and enforce regulations for the University consistent with this policy that will ensure its effective and consistent implementation.

### **Article 19 Social Media Policy<sup>25</sup>**

Social media are powerful communications tools that have a significant impact on organizational and professional reputations. Because they blur the lines between personal voice and institutional voice Living University has crafted this policy statement to help clarify how best to enhance and protect personal and professional reputations when participating in social media.

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<sup>25</sup> Article 19 adopted 11/09/2012.



## **19.1 Definitions**

### **19.1.1 Social Media**

Social media is defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include but are not limited to LinkedIn, Twitter, Facebook, YouTube, and MySpace.

### **19.1.2 Employee**

Employee means any person whose name appears on a university payroll, except student appointees.

### **5.1.3 Staff**

Staff refers to all employees of the University, other than faculty members, employed as classified (hourly) or professional (salaried) personnel.

## **19.2 Overview**

The regents, University officers, faculty and staff are ambassadors of the University and should present themselves accordingly. Both in professional and institutional roles, as members of the University community they need to follow the same behavioral standards online as they would in the real life by conducting themselves in a prudent, responsible, and ethical manner. The same laws, professional expectations, and guidelines for interacting with students, parents, alumni, donors, media, and other university constituents apply online as in the real world. Be mindful that what is published will be public indefinitely and regents, officers, and employees are personally liable for anything they post to social media sites.

## **19.3 Guidelines for All Social Media Sites Including Personal Websites**

The University expects its regents, officers, faculty and staff to act in good faith exhibiting honesty, integrity, and exemplary conduct including their participation and activities in social media and personal websites. Article 4 (Faculty Professional and Ethical Relationships) places particular responsibility on members of the faculty in these matters but all including regents, officers, faculty and staff, shall held to the following standard of care with respect to social media and personal websites:

### **19.3.1 Protect Confidential, Proprietary and Time-Sensitive Information**

They shall not post confidential, proprietary or time-sensitive information about Living University or its regents, officers, employees, students, alumni, or donors. Even when using social media employees must still follow the applicable federal requirements such as FERPA and all university privacy and confidentiality policies and regulations. Remember that social media are viewed by various audiences including students, parents, alumni, colleagues, and affiliates. Anyone who shares confidential, proprietary or time-sensitive information does so at the risk of disciplinary action or termination.

### **19.3.2 Identify Your Views as Your Own**

They should include a disclaimer noting that their personal opinion is not the opinion of the University when referencing their role or employment at the University on personal media venues. Posts on social

media sites should protect the University's institutional voice by remaining professional in tone and in good taste.

### **19.3.3 Respect Copyright and Fair Use Laws**

They should be mindful of the copyright and intellectual property rights of others and of the University when posting comments or material acknowledging sources and adhering to copyright and fair use laws.

### **19.3.4 Demonstrate Respect and Professionalism**

They shall avoid making derogatory comments about students, coworkers, regents, or the University. The University expects them to handle disagreements tactfully, professionally, and respectfully. They should be truthful, accurate, and transparent. Posts should be professional in tone and in good taste.

### **19.3.5 Don't Use Living University Logos for Endorsements**

They are not to use the Living University logo or any other university images or iconography on personal social media sites. They are not to use Living University's name to promote a product, cause, or political party or candidate.

### **19.3.6 Respect University Time and Property**

They should respect University time and property as University computers and time on the job are reserved for institution-related business as approved by supervisors and in accordance with Article 17 (Information Systems Policy), Article 18 (Privacy Policy), and University rules and administrative regulations issued pursuant thereto.

### **19.3.7 Respect Terms of Service**

They should conform to the Terms of Service of any social media platform employed.

### **19.3.8 Respect Official Communications**

They should avoid making statements that infer official communication by the University. They should refer their audience to official University sources such as designated University spokesmen, the University website, *General Catalog* and other official University publications. Normally official communications originate from the Office of the President.

## **19.4 Delegation**

This policy provides general guidance and may be supplemented by additional rules and regulations. The President is authorized to develop, publish, and enforce regulations for the University consistent with this policy that will ensure its effective and consistent implementation.

## **Article 20 Software Piracy Policy Statement<sup>26</sup>**

Respect for the intellectual work and property of others is vital to the mission of higher education. This principle applies to works of all authors and publishers in all the media, including the labor and creativity resulting in computer software. It encompasses respect for the right to acknowledgement and the right to determine the form, manner, and terms of publication and distribution.

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<sup>26</sup> Article 20 adopted 11/09/2012.

## **20.1 Unauthorized Copying of Software**

Unauthorized copying of software is illegal and may force the University as well as individuals to incur legal liability. The United States Copyright Law protects software authors and publishers in much the same manner as patent law protects inventors. Unauthorized copying of software, including programs, applications, data bases, and code, deprives developers of fair return for their work, may result in increased prices, may reduce the level of future support and enhancement available to the University, and may inhibit the development of software products.

## **20.2 Licensed Software**

Unless software has been placed in the public domain, the owner of a copyright holds exclusive right to the reproduction and distribution of his or her work. The purchaser of software generally purchases only a license to use the software on one machine. Most licenses do not permit copying although a licensee may generally make a backup or archival copy. Some institutional licenses permit copying for use on local area networks or on multiple machines, but such uses must be authorized in a license agreement commonly called a site license, which might include a network license or a limited-use license.

## **20.3 Unauthorized Use Prohibited**

It is the policy of Living University that unauthorized copying of computer software will not be tolerated. Such copying is both unethical and illegal. University employees and students making, acquiring, or using unauthorized copies of computer software may be subject to University disciplinary sanctions as well as legal action by the copyright owner. The University will not provide legal indemnification or defense for employees or students whose violation arises out of such willful misconduct.

## **20.4 Delegation**

This policy is intended to be an addition to existing University rules and regulations and does not alter or modify any existing University rule or regulation. It provides general guidance and may be supplemented by additional rules and regulations. The President is authorized to develop, publish, and enforce procedures and regulations for the University consistent with this policy that will ensure its effective and consistent implementation.

## **Article 21 Information Security Policy<sup>27</sup>**

It is the policy Living University to protect the security and privacy of its information resources and to make information accessible as required by law and pursuant to all matters set forth in Article 18 (Privacy Policy) above. The University shall maintain the confidentiality, integrity and availability of information resources; ensure continuity of operations; prevent, control and minimize the impact of security incidents; and manage risks to those resources regardless of the storage medium, transmission or disposal methods.

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<sup>27</sup> Article 21 adopted 11/09/2012.

### **21.1 Individual Responsibility**

All users of University information resources are responsible for the privacy, security, and appropriate use of those resources over which they have authority, access or control, and for compliance with applicable laws, regulations, policies, procedures, and other standards.

### **21.2 Security Awareness**

The University shall provide appropriate information security awareness training and resources for its users.

### **21.3 Delegation**

This policy provides general guidance and may be supplemented by additional rules and regulations. The President is authorized to develop, publish, and enforce privacy and security policies, rules, regulations and procedures for the University consistent with this policy that will ensure its effective and consistent implementation consistent with good professional practice and state and federal law.

## **Article 22 Incidence Response Plan<sup>28</sup>**

Living University shall have a plan prescribes procedures to effect a timely and appropriate response in the event of an information security breach.

### **22.1 Plan Provisions**

This incident response plan shall define what constitutes a security incident, outline the incident response phases and set forth specific actions to be taken. This incident response plan document shall discuss how information is to be passed to appropriate personnel, assessment of the incident, minimizing damage and response strategy, documentation, and preservation of evidence. The incident response plan shall define areas of responsibility and establish procedures for handling various security incidents.

### **22.2 Delegation**

The President is authorized and directed to develop, publish, and enforce an incident response plan addressing the foregoing principles and to issue such policies, rules, regulations and procedures that will ensure the effective and consistent implementation of the incident response plan consistent with good professional practice and state and federal law.

## **Article 23 Teach Out Policy<sup>29</sup>**

It shall be the policy of Living University to ensure the viability of each and every one of its program offerings by committing sufficient resources dedicated to start and sustain approved programs. It shall also be the policy of Living University to ensure that no program is terminated or closed without proper and timely notice to students, faculty and staff. Decisions on continuation or termination of a program shall be made only after formal review and careful consideration of findings. The final decision to close

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<sup>28</sup> Article 22 adopted 11/09/2012.

<sup>29</sup> Article 23 adopted 11/09/2012.

academic programs, instructional sites, or the institution shall rest solely with the Board of Regents of the University.

## **23.1 Definitions**

### **23.1.1 Teach Out Plan**

A written plan developed by an institution that provides for the equitable treatment of students if an institution, or an institutional location that provides fifty percent or more of at least one program, ceases to operate before all students have completed their programs of study, and may include, if required by the institution's accrediting agency, a teach-out agreement between institutions.

### **23.1.2 Teach-Out Agreement**

A written agreement between or among institutions that are accredited or pre-accredited by a nationally recognized accrediting agency that provides for the equitable treatment of students if one of those institutions stops offering an educational program before all students enrolled in that program have completed the program.

## **23.1 Commitment**

The University recognizes that accreditation from the Accrediting Commission of the Distance Education and Training Council applies to every distance education course, division, and activity, including the residential component of any combination distance study-resident courses, and duly commits to the following:

### **23.1.2 Right to Training**

All students who enroll in this University's program offerings shall receive all of the training under the terms of their enrollment contracts, including receiving all learning materials on a timely basis, any subsequent change in the University's accredited status or any other circumstances notwithstanding.

### **23.1.3 Intent of this Policy**

This policy acknowledges and incorporates the understanding that the intent of this Commitment is to assure that all students enrolled by this institution before and during its period of accreditation shall have the opportunity to complete their programs of study regardless of future circumstances, it is firmly resolved that the letter and spirit of this of this Commitment will be fulfilled.

## **23.2 Termination of a Program**

In the event a decision is made to terminate a program, Living University shall ensure the equitable treatment of students and will make every good faith effort to assist students in completing their respective programs by offering courses until each existing student enrolled in a program completes the program. No new students will be admitted to the program.

## 23.3 Formal Teach-Out Plan

### 23.3.1 Triggering Events

Upon the occurrence of any of the following events, Living University shall submit to agencies by which it has accreditation for its prior approval, a teach-out *plan* or appropriate *agreement*:

1. The University receives notification by the Secretary of Education that the Secretary has initiated an emergency action against it, or an action to limit, suspend, or terminate the University participating in any Title IV program of the Higher Education Act;
2. An accrediting agency acts to withdraw, terminate, or suspend the accreditation or candidacy of the University;
3. The University determines to cease operations or close a location that provides one hundred percent of at least one program; and
4. A state licensing or authorizing agency notifies the University that its license or legal authorization to provide an educational program has been or will be revoked.

### 23.3.2 Written Plan Required

The Teach-Out Plan shall be a written plan developed by the President Living University, and/or the President's designees, that shall include among others:

1. Last date of classes;
2. Date of closure;
3. Arrangements for disposition of all student records through conveyance by the Registrar to, and in accordance with regulations of, the Division of Archives and History of the State of North Carolina, Raleigh, including educational, accounting and financial aid records;<sup>30</sup>
4. An explanation, accompanied by appropriate supporting documentation and timelines of how Living University will notify students of closure and/or the teach-out;
5. Procedures to ensure that the education and services provided to students will not be materially disrupted and that obligations are timely met;
6. Faculty members and educational advisors shall work individually with each student to ascertain that all students can graduate according to their original program plan and within their average course load per semester at the time of decision to close an academic program, instructional site, or the institution;
7. Allowance of a reasonable time for all students enrolled in the program at the time of discontinuation to complete the requirements for the certificate, diploma or degree;
8. A teach-out schedule that reflects the estimated timeline for graduation of enrolled students;
9. When appropriate, Living University shall submit to an accrediting agency a teach-out agreement with another institution accredited by a nationally recognized accrediting agency.

## 23.4 Teach-Out Agreement

Any teach-out agreement shall:

1. Be consistent with applicable standards of the accrediting agency;
2. Provide for the equitable treatment of students by ensuring that the teach-out institution has the necessary experience, resources, and support services to provide an educational program that is of acceptable quality and reasonably similar in content, structure, and scheduling to that provided by Living University, to remain stable, carry out its mission, and to meet all obligations to its existing students;
3. Ensure that the teach-out institution can provide students access to the program and services without requiring them to move or travel substantial distances;

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<sup>30</sup> Amended 03/19/2014.

4. Provide for notification of another accrediting agency if the teach-out institution holds accreditation from that agency; and
5. Specify additional charges, if any, levied by the teach-out institution and provide for notification to the students of any additional charges.

## **23.5 Delegation**

The President is authorized to develop, publish, and enforce procedures and regulations for the University consistent with this policy that will ensure its effective and consistent implementation.

## **Article 24 Safety, Health and Environmental Policy<sup>31</sup>**

It shall be the policy Living University to pursue excellence in the management of health, safety and environmental matters.

### **24.1 Commitment**

The University shall maintain a commitment to achieving high standards of health, safety and environmental practice. It expects faculty, staff, students, visitors, contractors and other employers who work at the University to share this commitment by complying with institutional policies and procedures, and to understand that they too have legal and moral obligations to themselves and to one another.

### **24.2 Scope**

The University intends to ensure the health and safety of all persons who may be affected by its activities by:

1. Consulting with and involving faculty, staff and students in matters relating to their own health and safety;
2. Providing, managing and maintaining University buildings, grounds and equipment so that they are, so far as reasonably practicable, safe and that risks to health are controlled;
3. Providing adequate and appropriate facilities and arrangements for welfare at work;
4. Identifying hazards and conducting formal risk assessments when appropriate in order to minimize the risk for all activities undertaken by the University;
5. Ensuring that control measures and emergency procedures are in place, effective; properly used; monitored; and maintained;
6. Implementing systems of work that are safe and where risks to health are controlled;
7. Providing the information, instruction, training and supervision at all levels necessary to ensure that faculty, staff and students are competent to supervise or undertake their work activities and are aware of any related hazards and the measures to be taken to protect against them, and giving adequate information on relevant hazards to any persons whose health and safety might be affected by them;
8. Keeping up to date with best practice in relation to health and safety and complying with all relevant legislation and authoritative guidance; and
9. Monitoring the safety performance of contractors who do work for the University.

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<sup>31</sup> Article 24 adopted 03/19/2014.

### **24.3 Minimization of Risk**

Where no University policies or procedures exist, we expect faculty, staff, students and contractors to implement the highest relevant standards and to comply with relevant legislation. Where no standards or legislation exist, University officers shall work with faculty, staff, students and contractors to develop systems which comply with best practice and eliminate or minimize the risks so far as reasonably practicable.

### **24.4 Education in Health and Safety**

Faculty and staff shall promote a positive health and safety culture at the University, and educate our campus community in health and safety.

### **24.5 Continuous Review**

The University shall undertake to continually review and develop institutional safety management systems, with the overarching aim of conducting its activities in a manner which does not adversely affect the health and safety of any faculty, staff, students, contractors, visitors or members of the public, or the environment.

### **24.6 Delegation**

The President is authorized to develop, publish and enforce regulations for the University consistent with this policy that will ensure its effective and consistent application.



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