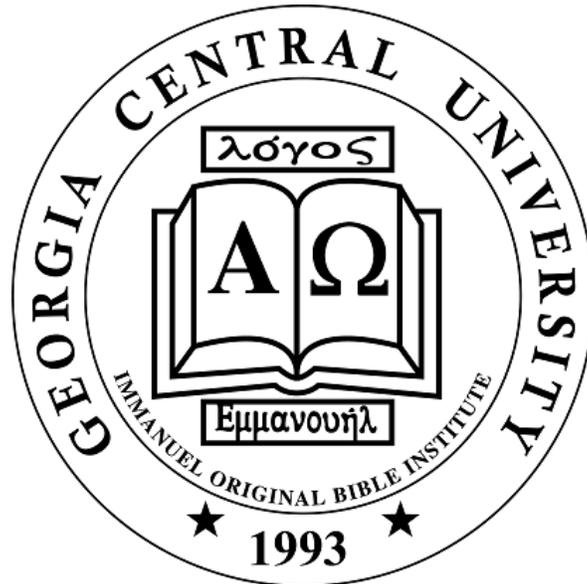


GEORGIA CENTRAL UNIVERSITY



FACULTY HANDBOOK 2017 – 2019

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Approved by the Board of Trustees, January 16, 2018

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PURPOSE OF THIS HANDBOOK

This Faculty Handbook is a description of the rules, policies, and procedures that govern and enable our service to GCU. However, this handbook is not a closed text – it is subject to change, revision, and adaptation (please check the revision information on the front page to ensure you have the latest available edition). It is hoped that placing our policies in print will lead to discussion and debate, and the resulting information used for the overall enhancement of the educational environment of GCU. Of course, not all questions about faculty life and individual service at GCU can be answered in this short Handbook, so if you have any questions regarding faculty-related policies, procedures, or regulations; or any questions that are not addressed in this Handbook, please contact the Office of Academic Affairs.

HISTORY OF THE UNIVERSITY

Georgia Central University began as the Immanuel Original Bible Institute in Alabama in 1993, focusing on studying Biblical languages and on Biblical interpretation. In 1995, the Institute moved to a new location in Alpharetta, a northern metropolitan area of Atlanta, Georgia, and a new name: Georgia School of Theology. In 2002 the Georgia School of Theology was certified to begin issuing I-20 student visas by the United States Citizenship and Immigration Services (USCIS). In the same year, the Georgia School of Theology and what is now Georgia Central University divided into two separate institutions, the former a religiously exempt school and the latter an authorized university.

In 2003, Georgia Central was authorized by the Georgia Nonpublic Postsecondary Education Commission (GNPEC) to grant non-degree certificates and Bachelor's, Master's, and Doctorate degrees.

In 2004, Georgia Central University moved to a campus in Lilburn, and expanded the campus in 2005. Also in 2005, GNPEC authorized GCU's Master of Science degree program in Oriental Medicine.

In 2009, GCU was approved for Candidate Status by TRACS and put forth its best efforts to achieve ever-higher educational goals.

In 2011, Georgia Central University was granted a provisional certification to participate in the Title IV Federal Student Financial Aid Program by the Atlanta School Participation Team of the US Department of Education. Also in 2011, GCU acquired and moved to a new campus site at 6789 Peachtree Industrial Blvd., Atlanta, GA 30360, to facilitate growing demand and the need for a new educational environment.

In 2012, GCU School of Divinity became an associate member school of the Association of Theological Schools (ATS). In November 2012, GCU became a fully-accredited member of TRACS.

In 2013, the State Council of Higher Education for Virginia (SCHEV) authorized a GCU teaching site in Virginia.

In 2014, the School of Divinity was granted candidacy for accredited membership by ATS. In October, GCU installed Dr. Young Ihl Chang, former President of the Presbyterian University and Theological Seminary in Korea, as its second President. The Founder and first President, Dr. Paul C. Kim, was installed as the University Chancellor.

In 2015, Dr. Chang resigned his position to concentrate on academic and spiritual matters. Dr. Paul C. Kim was installed as the third President. A new PhD in Intercultural Studies program was approved by GNPEC.

In January 2016, GCU exchanged a MOU with Africa Theological Seminary in Kitale, Kenya to extend its educational mission in partnering with theological schools in mission fields. In March 2016, GCU was approved to open a teaching site in the State of New Jersey.

In May 2016, GCU's PhD in Intercultural Studies program was approved by TRACS. In August 2016, GCU obtained approval to open a teaching site in Sunnyvale, California.

In May 2017, GCU was endorsed by the Korean American Presbyterian Church (KAPC). In June 2017, School of Divinity was granted full accreditation from ATS.

In July 2017, the State of Georgia and GNPEC approved GCU's institutional name change request, so the University changed its name to Georgia Central University. The purpose of the institutional name change is to expand God's kingdom and be more inclusive by going beyond the Christian world.

In October 2017, ATS approve GCU's institutional named change request, so the School of Divinity changed its name to Georgia Central University School of Divinity.

In November 2017, GCU's extension site in Hackensack, New Jersey, was approved by ATS.

In December 2017, GCU voluntarily withdrew its membership from TRACS.

In January 2018, GCU's extension site in Brea, California, was approved by ATS.

In February 2018, GCU's Comprehensive Distance Education was approved by ATS.

In extending its vision of advancement of God's kingdom through Christian higher education, GCU's strategic planning has led to reaching out to the world with educational and missionary endeavors in Korea, China, Hong Kong, the Philippines, Nicaragua, Ukraine, and Kenya.

GCU has exchanged Memoranda of Understanding (MOUs) with sister institutions for mutual growth and academic advancement in Korea and other countries, including Honam Theological University & Seminary (2010), Handong Global University (2012), Youngnam Theological University & Seminary (2012), Daejeon Theological University (2012), Seoul Jangshin University (2013), Galilee College in the Bahamas (2013), ATEA Institute for International Studies (2014), Korea Baptist Church Development Board (2014), the Cyber Remote Theological Seminary (2014), and Ukrainian Evangelical Seminary in Kiev, Ukraine (June 2014), and Africa Theological Seminary in Kitale, Kenya (2016).

GCU offers our heartfelt appreciation, glory and praise to our Lord Jesus Christ for establishing and raising Georgia Central University. The history of GCU has seen the rise of Christian leaders armed with a biblical worldview and teaching the Word of God.

GENERAL INFORMATION

VISION

The vision of GCU is to glorify God by equipping students who will proclaim God's Word, to build up the body of Christ through education, and to advance God's kingdom by reaching out to the globe. GCU seeks to maintain an appropriate balance between training for academics and professionalism.

MISSION

GCU's mission is to educate qualified students to become global leaders with biblical principles, and to equip them with competent knowledge, skills and Christian Worldview to serve the church, communities, societies, the nation, and the world through excellent Christian higher education. GCU serves its commitment to meet the educational needs of the multiethnic student body coming from diverse socioeconomic backgrounds.

BIBLICAL FOUNDATIONS STATEMENT

Georgia Central University (GCU) is a Christ-centered institution of higher learning that is unwavering in its belief that the following doctrinal statements are foundational to the educational and spiritual growth of each GCU trustee, faculty, student, and staff member:

- The Bible is the divinely inspired Word of God. It is accurate, without error, reliable, and authoritative. The sixty-six Old and New Testament canonical books are infallible.
- There is one eternal, transcendent, omnipotent, personal God that exists as the Trinity. Three persons, the Father, The Son, and the Holy Spirit.
- God, the Father, is the first person of the Trinity. He is the infinite Spirit sovereign. He is eternal, immutable, and unchangeable in all His attributes. He exists without any time or space limitation.
- Jesus Christ is a person in the Godhead. He is the Son of God. He is the perfect, sinless humanity and the absolute, full deity of the Lord Jesus Christ, indissolubly united in one

divine-human person since His unique incarnation by miraculous conception and virgin birth.

- The third person of the Godhead who convicts, illuminates, regenerates, indwells, seals all believers in Christ, and fills those who yield to Him is the Holy Spirit. The Holy Spirit gives spiritual gifts to all believers; however, the manifestation of any particular gift is not required as evidence of salvation.
- The biblical record is the full historicity and perspicuity of primeval history, including the literal existence of Adam and Eve as the progenitors of all people, the literal fall and resultant divine curse on the creation, the worldwide cataclysmic deluge, and the origin of nations and languages at the tower of Babel.
- Jesus Christ became the substitutionary and redemptive sacrifice for the sin of the world, through His literal physical death, burial, and resurrection, followed by His bodily ascension into heaven.
- The gift that comes from the eternal penalty of sin provided solely by the grace of God on the basis of the atoning death and resurrection of Christ, to be received only through personal faith in His person and work is Salvation.
- There will be a future, personal, bodily return of Jesus Christ to the earth to judge and purge sin, to establish His Eternal Kingdom, and to consummate and fulfill His purposes in the works of creation and redemption with eternal rewards and punishments.
- There was a special creation of the existing space-time universe and all its basic systems and kinds of organisms in the six literal days of the creation week.
- Satan exists as a personal, malevolent being who acts as tempter and accuser.
- Heaven and Hell. Two distinct, different, and real places. Hell is the place of eternal punishment, where all who die outside of Christ are confined in conscious torment for eternity.

OBJECTIVES

- To nurture everyone's gift for Christian ministry, leadership in society, and service to the world
- To promote and encourage academic excellence, critical reflection, and involvement in community service
- To integrate cultural differences into effective academic development.

CORE VALUES

- God First, as the owner, creator and sustainer
- Excellence in Teaching, Research, Scholarship and Management
- Respect for Diverse Societies and to Fight for Justice
- Commitment to Life-Long Learning and Teaching
- Effective Career Development Opportunities

INSTITUTIONAL PHILOSOPHY

Georgia Central University emphasizes and believes in the Triune God: eternal, transcendent, omnipotent, and personal. God the Father, the first person of the Divine Trinity, is infinite, sovereign, and unchangeable in all his attributes. GCU believes in a sinless humanity and the absolute, full deity of Christ Jesus, indissolubly united in one divine-human person since his unique incarnation by miraculous conception and virgin birth. The Holy Spirit, the Third Person of the Trinity, resides among us always.

GCU believes that the Bible is the Word of God, and as such, it is our only infallible rule of faith and practice. We believe in the plenary, verbal inspiration of the Scriptures by the Holy Spirit; thus, we affirm the inerrancy of the original manuscripts whose objective truth is our responsibility to interpret in accordance with the principles of Scriptures and to proclaim in accordance with the imperatives of the Gospel. GCU emphasizes and believes that the universe is God's creation and his handiwork. We believe that God created human beings in His own image.

PHILOSOPHY OF EDUCATION

Georgia Central University believes that God calls each individual to prepare intellectually and spiritually to share Jesus Christ throughout the world. The University affirms that curriculum is designed to reflect the Spirit of Christ. All academic programs are:

- Christ-centered;
- Based on the Bible;
- Academically relevant to degree programs that are meeting the needs of the world;

- Pursuing academic excellence;
- Taught by faculty who are Christians and comply with the institution's doctrinal beliefs;
- Taught by faculty who are dedicated to quality higher education;
- Taught by faculty who are academically credentialed;
- Taught in an environment conducive to academic and spiritual growth;
- Designed to integrate academic training with Christian commitment; and
- Based on Christian belief in God's mission for the world.

STATEMENT OF NON-DISCRIMINATION

Georgia Central University does not discriminate against race and national origin in accordance with Title VI of the Civil Rights Act of 1964. Georgia Central University does not discriminate against age according to the Age Discrimination Act of 1975. Neither does GCU discriminate against sex, in accordance with Title IX of the Education Amendments of 1972.

GCU does not discriminate against any individual or permit discrimination by any member of its community against any individual on the basis of race, color, religion, national origin, sex, sexual orientation, parental status, marital status, age, disability, citizenship, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities it operates.

Harassment, whether verbal, physical, or visual, that is based on any of these characteristics, is a form of discrimination. This includes harassing conduct affecting tangible job benefits, interfering unreasonably with an individual's academic or work performance, or creating what a reasonable person would sense is an intimidating, hostile, or offensive environment.

While GCU is committed to the principles of free inquiry and free expression, discrimination and harassment identified in this policy are neither legally protected expression nor the proper exercise of academic freedom.

Please note that while GCU does not discriminate against disability or religion, as a Christian educational institution, GCU requires all students to study Christianity and attend worship services regardless of their religion.

ACCREDITATION

GCU School of Divinity is accredited by the Commission on Accrediting of the Association of Theological Schools [ATS (www.ats.edu) 10 Summit Park Drive, Pittsburgh, PA 15275-1110; Phone: 412-788-6505; email: communications@ats.edu].

ATS is recognized by the United States Secretary of Education and CHEA.

LOCATION

Georgia Central University is located in the city of Atlanta, Georgia. Atlanta's population is approximately 3.5 million, some fifty thousand of whom are Korean-American. Atlanta has been ranked as one of the best places to do business and one of the most livable cities in the world. Metro Atlanta boasts beautiful residential areas, parks and playgrounds, fine schools and universities, and growing churches. The city also supports a wide variety of cultural activities as well as various sports. In 1996, the twenty-sixth Summer Olympic Games were held in Atlanta.

Atlanta is also the business capital of the Southeast US. Its banks, offices, hospitals, and industries provide numerous employment opportunities for citizens. The city is full of trees and beautiful flowers, and has a mild climate throughout the year. Located approximately forty miles from the school is the Atlanta/Hartsfield International Airport, one of the world's busiest airports.

GCU also maintains external teaching sites in Herndon, VA and in Sunnyvale, CA. Contact details for these sites may be found at the end of this Catalog or on the GCU website (gcuniv.edu). Please note that these sites are **not** branch campuses, and students can only complete certain courses there (up to a maximum of 49% of a degree program), and cannot complete a full degree program at the sites. For more details, please contact GCU Office of Admissions.

FACILITIES

Physical Premises and Finances

The Library collection is housed in a building separate from the main campus building, but close at hand and easily accessible. The President, in consultation with the Board of Trustees, is responsible for purchasing or leasing additional buildings as well as for repairing, renovating, and replacing facilities should such need arise. The annual budget supports maintaining and operating the physical premises of the school. The president oversees the whole process of maintaining the GCU facilities, the annual budget, and funding resources, donations, and tuition.

Structural Development Plan

During the years of its operation, GCU has tried its best to develop and improve the educational environment for students and the research atmosphere for faculty and staff. GCU currently houses more than 20 classrooms, several audition halls, and research facilities where faculty members can meet their students and engage in academic work. While this is enough room for our current needs, GCU is still acting vigorously to acquire more and better facilities to guarantee an exceptional environment for students and faculty.

GCU expanded its library and classrooms to meet demand from students and faculty members during the academic year of 2011-2012, through purchasing land and office space in Atlanta. Further development plans include acquiring additional classroom facilities in nearby cities for better commuting opportunities.

Library

GCU has made every effort to create a viable library for study and research. So far, approximately thirty thousand books and reference works have been purchased, collected, or donated. Regular book purchases, suggested by faculty members, are made, as well as institutional purchases from annual conferences such as those of the Society of Biblical Literature and the Association of American Religion.

GCU is currently joining GALILEO (GeorgiA LIbrary LEarning Online), a University of Georgia initiative to provide access to databases of periodicals and scholarly journals. Special arrangements with institutions such as Emory Divinity School, Columbia Seminary, and the International Theological Center are being pursued to provide more sources of information for doctoral students. The Library Director and staff, along with the Library Committee, strive to continually improve library facilities and the library collection.

Learning Research Resources System

GCU's Learning Resource System, comprised of its library facilities, computer labs, and academic tutoring services, is available to support and help students. The GCU Library provides information services and biblical resources to support the scholarly and information needs of the GCU community. It shares resources with those outside the University by maintaining an excellent collection of print and non-print resources, by providing instruction on and assistance with library use, and by creating an academic atmosphere fostering learning and intellectual inquiry. There are some 40,000 printed titles in the GCU Library, and the number is ever-growing. These are closely tied to the GCU curriculum and support the subject areas covered by GCU's academic programs. Many books are written in Korean for our students' convenience and to promote cultural integration.

The GCU Library has joined the Christian Library Consortium (CLC) and the American Theological Library Association (ATLA) in an effort to develop library resources and to meet the information and research needs of its students and faculty.

Resources

In addition to the physical collection, the GCU Library also has access to several online information resources:

- Theological Research Exchange Network (TREN): Access to TREN is available through—the GCU library. TREN is an online database of over 20,808 theological thesis/dissertation titles.
- Partnership with Homan Theological University, Kwangju, Korea: GCU has entered into an agreement for e-book and e-journal access with its sister institution, Honam Theological University. Through this partnership, the Library currently has access to 53,563 volumes of English-language and 10,399 volumes of Korean-language e-books.
- The GCU Library also provides online access to these web-based resources:
 - RISS International (Research Information Sharing Service): A searchable database with the full texts of more than a million Korean-language theses and dissertations.
 - The National Assembly Library of the Republic of Korea
 - The National Library of Korea
- The Library contains several digital and software-based resources, including:
 - The New Interpreter's Bible (Complete with twelve-volume commentary)

- Bible Works (Software for biblical exegesis and research)
 - EarMaster 5 Beginner to Advanced (ESOL practice audio)
 - Norton Recorded Anthology of Western Music (Volumes 1 and 2)
 - Music: An Appreciation (music study audiobooks)
 - The GCU Thesis Manual is also available in digital format in the Library.
- Access to the EBSCOhost Religion *eBook Collection*, *Anthropology Plus*, and *ATLA Religion Database with ATLASerials*.

INTRODUCTION TO GEORGIA CENTRAL UNIVERSITY

The University's educational program consists of six major schools: Business Management, Christianity, Divinity, Music, Acupuncture & Oriental Medicine, and Computer Science; and three certificate programs: ESOL, Theological Studies, and Computer Science (Networking).

SCHOOL OF BUSINESS MANAGEMENT (SBM)

Mission

SBM's goal is to produce business leaders who glorify God's Kingdom, as a part of the overall mission of GCU. We teach business techniques and, at the same time, we teach how business can be used to glorify God. Our mission is to educate and train our students to glorify God through all aspects of business. GCU's School of Business is unlike others; we emphasize all aspects of business decisions from a Christian perspective, in accordance with GCU's institutional mission and vision. GCU aims at providing a biblically-valid, Christ-centered education, and the School of Business aids this mission by educating businesspeople who are able to use their skills to advance the Kingdom of God with ethical, morally- sound business practices.

Degree Programs

The School of Business offers a Bachelor of Arts in Business Administration degree and a Master of Business Administration (MBA) degree. The MBA is to provide training and skills for students interested in understanding the working nature of business in a competitive environment.

Objectives

The students understand and are familiar with:

- Christian principles with business and managements, to be able to identify ethical dilemmas and apply Christian values to resolve those dilemmas, while taking into consideration the impact on God's world.
- The relevant economic and financial issues of the current market system and forecast future markets logically
- Techniques to maximize the potential of electronic communications and the internet in

- business, inside and outside of corporate organizations
- The importance of both human and material resources and the required skills for resource management
 - Demonstrating foundational knowledge in each of the primary functional areas of business.
 - Being able to solve unstructured business problems

Learning Outcomes

Graduates of the business administration program will be able to

- Assess legal, regulatory, and political ramifications of ethical issues concerning the business environment;
- Make ethical and moral choices based on a biblical worldview;
- Communicate effectively in written and oral presentations;
- Apply technology to acquire and use data as a strategic resource;
- Identify preferred leadership behavior, attitudes, and styles to effectively manage an organization in a dynamic global environment;
- Use current economic and financial models and theories for analyzing data and forecasting as it relates to the organization, industry, and global forces;
- Analyze business opportunities to develop strategic solutions to organizational goals and objectives; and
- Apply knowledge to practical experiences.

SCHOOL OF CHRISTIANITY (SC)

Mission

The goal of the School of Christianity is to prepare undergraduate and graduate students as lay leaders or vocational ministers for educational leadership in local churches, linked to the GCU's vision to glory God by equipping them with biblical principles and Christian worldview. The School stresses a basic understanding of the Bible, and the formation of a Christian worldview based on that understanding. All educational curriculum in SC contribute to the building up of the Body in local churches and community and empowering them to become global leaders, one of the GCU core vision.

The purpose of the Master of Arts in Theological Studies (MATS) is to explore a Christian faith in terms of theological perspectives and attempt to understand the human condition, examining relevant and meaningful career choices in ministry from a theological perspective by the study of various theological disciplines, focused knowledge in a specific discipline, or interdisciplinary knowledge. The purpose of the PhD in Intercultural Studies program is to equip students for the vocations of teaching and research in theological schools, colleges, and universities, or for the academic study of missional and ministerial practice.

Degree Programs

The school of Christianity has two levels: undergraduate level and graduate level programs. Undergraduate in SC offers two programs: Bachelor of Arts in Theological Studies (BATS) and Bachelor of Arts in Christian Education (BACE). The BATS program concentrates on Biblical competency, personal integrity and integration of theoretical and practical learning; and the BACE Bachelor of Arts in Christian Education (BACE) program equips students with personal integrity and provides an integration of theoretical and practical learning specially designed for educators.

The Graduate level in SC offers two programs: Master of Arts in Theological Studies and Ph.D. in Intercultural Studies. The MATS program provides an understanding of theological disciplines for further graduate study or for general educational purposes; the PhD program provides foundations in theory as the basis for original research and writing to advance missiological understanding and effective leadership, with a deep understanding of human diversity, contextual realities and cultural change in ways that inform redemptive gospel-centered ministry in the contemporary world.

Objectives

Undergraduate students in SC will be prepared to:

- Demonstrate Christian faith and worldview in an understanding of modern society and its culture.
- Prove knowledge of the Bible and Christian theology, and Church history
- Enhance the ability to carry out the ministries of the local church.
- Demonstrate the ability to understand the counseling principles and techniques required to meet individual needs.

- Apply appropriate hermeneutics of the Bible to a lifelong pattern of spiritual growth and personal development

MATS graduates will be prepared to:

- Utilize a deep knowledge of the Bible and its historical and cultural background in their ministries and their personal lives.
- Interpret various theological discourses and hermeneutics in various contexts through teaching, preaching, and writing.
- Critically reflect upon their lives in the light of theological knowledge and biblical understanding.

Ph.D. in ICS students will be prepared to:

- Explore and clarify the biblical foundations of Christian mission based on the Bible in the context of Globalization.
- Acquire advanced academic knowledge of the discipline, research methods and theories in your field of study.
- Explore mission theologies in both Western and non-Western mission fields.
- Critically reflect on the learning, teaching and researching dimensions of theological scholarship in the church and academic communities.
- Integrate a comprehensive interdisciplinary knowledge of appropriate scholarly literature to your area of study, including applicable skills.
- Engage in scholarly research around an appropriate question, problem, or opportunity.
- Establish strategic plans for ministerial success with a fresh perspective of postmodern and globalization, along with analytical tools to excel in planning, forecasting, setting objectives and determining courses of action that are compatible with cultural issues and dynamics.

Learning Outcomes

Undergraduate students will be able to

- Identify the basic contents of all books of the Old and New Testaments.
- Analyze the biblical text in original language study (either Greek or Hebrew) using biblical and theological research tools with discernment of quality sources for valuable written reports or sermons.

- Explain the major doctrines of Christianity from an evangelical perspective, including their biblical basis and canonical progression, historical development, diverse perspectives, and contemporary relevance.
- Describe a personal relationship with God in a maturing Christian faith and practice, and demonstrate leadership ability by examining additional theological issues as they relate to doctrine, life, and ministry.
- Apply the biblical teaching for Christian faith and practice, and for biblical-theological research, through advanced principles of sound interpretation.

MATS graduates will be able to

- Examine biblical texts using inductive, literary, and theological approaches in order to interpret the Bible as Christian Scripture.
- Identify the central doctrines of Christian theology and the foundations of Christian ethics, and elucidate their historical development.
- Reflect theologically in a manner that is faithful to the past and responsive to the present and future.
- Demonstrate mastery of the craft of scholarly research and writing.
- Exercise a critical, historically-rooted approach to theology that includes reading primary texts in their historical context, assessing them critically, and identifying the social, cultural, and personal lens through which they interpret the tradition.

Ph.D. in ICS graduates will be able to

- Demonstrate an advanced knowledge of the discipline and research methodologies appropriate to their chosen field of study.
- Demonstrate an ability to articulate mission theologies with both Western and non-Western Christian perspectives
- Demonstrate an ability to discern and meet various contemporary challenges and needs in a cross-cultural mission field and/or in their everyday life settings.
- Demonstrate an ability to engage in learning, doing research, collaborating, and teaching in academic and ministerial settings
- Demonstrate an ability to integrate a comprehensive interdisciplinary knowledge of scholarly literature and skills applicable to their chosen field of study
- Demonstrate an ability to write a scholarly research work in their chosen field of study.

SCHOOL OF DIVINITY (SD)**Mission**

The mission of the School of Divinity is to educate and train students for ministerial, educational, and missionary leadership for Christ and His Kingdom through rigorous programs of theological studies and personal and spiritual disciplines. It seeks in particular to serve Korean/Korean-American churches and the global Christian community in general. The School's goal is therefore entirely consistent with the University's Vision and Mission Statement, especially as they relate to ministry and mission to historically-underserved and multiethnic communities.

Degree Programs

The School of Divinity focuses on its three Masters and one Doctoral degree program: Master of Arts in Christian Education (MACE), Master of Arts in Mission Studies and World Christianity (MAMSWC), Master of Divinity (MDiv), and Doctor of Ministry (DMin). The MACE program is designed to equip and prepare students to become competent leaders in the educational ministries of churches; the MAMSWC program is designed to integrate studies in both academic and practical theology with modern mission studies, with a concentration in either urban or global studies; the MDiv program is designed to educate and train those who seek to serve as ordained ministers, evangelists, missionaries, and other ministry leaders; and the DMin program is designed to educate experienced ministers who are seeking to enhance their ministries with advanced theological understanding and research.

Objectives

The School creates graduates who are expected to:

- Be faithful interpreters of the Bible, informed by contemporary biblical scholarship in the area of biblical studies, and of the Christian faith and practice, informed by Reformed-evangelical theological heritage and history;
- Be responsible communicators in diverse social and cultural contexts, informed by ethnic/cultural studies from biblical, missionary, and educational perspectives;
- Be truthful disciples of Christ, regularly practicing spiritual disciplines and demonstrating spiritual maturity in personal and public realms;
- Be competent and efficient ministerial leaders in the church and/or other settings.

Learning Outcomes

- *Interpret Scripture.* Students will interpret scripture effectively, using a wide variety of approaches informed by an understanding of biblical history, the social and cultural realities of ancient Israel and the early church, and the interpreter's own context.
- *Comprehension of History and Culture.* Students will demonstrate an understanding of the life and thought of the Christian community in its historical expressions and of the interrelations between Christianity and global culture.
- *Theological and Ethical Reflection.* Students will be able to engage in constructive theological and ethical reflection, informed by an understanding of the content of the Christian faith in its historical and contemporary articulations, as well as current Christian thinking on philosophical, scientific, political and cultural developments.
- *Leadership Roles.* Students will demonstrate the capacity to function successfully and effectively in the various roles of ordained leadership, evidencing critical awareness of the social context of their ministry and the capacity to have an impact on that context.
- *Spiritual Formation.* Students will demonstrate familiarity with and appreciation for the church's spiritual tradition and the disciplines of prayer and devotion, and exhibit a capacity to evaluate specific instances of spiritual practice from a theological standpoint.

SCHOOL OF MUSIC (SM)**Mission**

The School of Music is designed to allow students to pursue their passion for music and achieve the mission of GCU, which is to glorify God in all creations. These programs emphasize artistic creativity, professional knowledge, and technical ability, while building students' character through a strong footing in biblical values. The School of Music provides advanced training in music through our distinguished faculty and educates its students to be excellent musicians who are able to play dynamic roles as performers, composers, music scholars, and music educators in the community and the church.

Degree Programs

The School of Music focuses on three degree programs: Bachelor of Arts in Music (BAM), Master of Arts in Music (MAM), and Doctor of Musical Arts (DMA). The Bachelor of Arts in Music degree concentrates on music within the context of a liberal arts program. This allows the student the opportunity to pursue music studies as well as a liberal arts education. The Master of

Arts in Music degree is intended to allow talented musicians who have completed an undergraduate degree in music to pursue intensive graduate studies in performance.

Objectives

The School of Music will prepare students to:

- Understand the vision and mission of educating students with a Christian worldview rooted in biblical principles.
- Be held to a high standard of technical ability and artistry in music.
- Develop specialized skills and knowledge for piano, organ, voice, other instruments, composition, choral conducting, and church music or contemporary Christian music.
- Analyze and appraise the role of music and its impact on society within a variety of cultures and historical periods.
- Navigate their career successfully, as a performer or teacher, in a manner that is consistent with Christian principles.
- Pursue higher education in music, if desired.

Learning Outcomes

- Articulate a Christian worldview as it applies to music and the arts.
- Develop their musicianship as it relates to their chosen performance medium, demonstrated through both juried and public performance.
- Demonstrate musical competence, including historical, theoretical, and analytical expertise; as illustrated by a senior project.
- Establish advanced performance skills and professionalism that will enrich the cultural and aesthetic strengths of the community.
- Formulate a plan for post-graduation as it pertains to each student's desired career path.

SCHOOL OF ACUPUNCTURE & ORIENTAL MEDICINE (SAOM)**Mission**

Georgia Central University's School of Acupuncture and Oriental Medicine educates and inspires compassionate, skilled leaders of patient-centered, traditional Eastern Asian and integrative healthcare. As noted in the School's Statement of Purpose, this degree program prepares its graduates to practice as independent healthcare providers capable of working in multidisciplinary

healthcare settings, and in collaboration with Western biomedicine. The School is in accord with the institutional Mission in that it provides education in a Christian learning environment, striving to produce graduates who are biblically-motivated, ethically- and morally-centered, and possessed of true empathy.

Degree Program

The School of Acupuncture and Oriental Medicine at Georgia Central University offers a specialized degree program: Master of Science in Acupuncture and Oriental Medicine (MSAOM). The purpose of these degree programs is to prepare graduates to practice as independent healthcare providers capable of working in multidisciplinary healthcare settings, with a solid foundation in acupuncture, traditional Chinese medicine, and *qi* cultivation; and a collaboration between traditional Chinese medicine and Western biomedicine. The programs are a combination of instruction and hands-on clinical experience in a Christian learning environment, giving graduates the tools and knowledge to offer both care for general wellness and advanced specialty care for their patients.

Upon successful completion of the four-year programs at GCU, graduates will receive a Master of Science degree in Acupuncture or a Master of Science degree in Oriental Medicine, with which they may qualify to apply for Certification by the National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM).

Objectives

The primary objectives of the School of Acupuncture and Oriental Medicine are to enable graduates to

- Understand biblical and Christian view of human beings – soul and body- in operating Acupuncture and Oriental Medicine.
- Acquire competent diagnostic and treatment skills in traditional Acupuncture and Oriental medicine and acquire practical experience and knowledge essential for setting up and managing an acupuncture and Oriental medicine practice.
- Integrate and collaborate with other health care professionals to improve patient outcomes.
- Evaluate and analyze the pathogenesis of syndromes through the application of Oriental Medicine theories and diagnostic methods

- Acquire professional competency in acupuncture and other treatments of traditional Oriental medicine, and pass the licensing examination administered by NCCAOM
- Serve their communities by providing competent health care to the public and increase the utilization of acupuncture and Oriental medicine in integrative care environments and provide leadership in the advancement of public health and safety.

Learning Outcomes

- Graduates will evaluate and analyze the pathogenesis of syndromes through the application of Oriental Medicine theories and diagnostic methods
- Graduates will evaluate the patient in order to prescribe and perform acupuncture and related Oriental Medicine therapies.
- Graduates will evaluate patients, perform and prescribe herbal formulas and modifications.
- Graduates will integrate biomedicine and diagnostic studies into clinical practices and referrals.
- Graduates will appraise and apply historical and scientific information into clinical practice.
- Graduates will demonstrate leadership, integrity, and respect for all, and actively engage in ethical, moral, and legal standards of the profession.
- Graduates will integrate and collaborate with other health care professionals to improve patient outcomes.

SCHOOL OF COMPUTER SCIENCE (SCS)**Mission**

The mission of the School of Computer Science is to provide graduates with the durable knowledge necessary to become future leaders in the rapidly evolving discipline of Computer Science as well as in other computer-related fields. The Computer Science major will prepare students to succeed in a wide range of computer-science-related careers including software engineering, databases, computer security, networks, system administration, etc.

This program will produce graduates suitable for employment in industry, government, or entrepreneurial endeavors, and who can advance professionally with significant technical achievements and expanded leadership responsibilities. Graduates will have sufficient teamwork,

communication, and interpersonal skills to enable them to work with others effectively in their careers, and they will be sufficiently prepared to be innovative and ethical leaders in a global society.

Degree Programs

The School of Computer Science offers two degree programs and one certificate program: Associate of Arts in Computer Science, Bachelor of Arts in Computer Science, and departmental Certificate Program in Networking.

The department periodically assesses and evaluates every curriculum for consistency with each student outcome and educational objective with the goal to ensure that each student outcome can be attained. This regular evaluation is used to identify program weaknesses, put improvements in place and re-evaluate the effectiveness of those improvements, resulting in continuous improvement of the program. This assures that our students receive a high-quality education.

Objectives

Graduates of the Associate of Arts in CS program are expected to demonstrate:

- an ability to apply knowledge of computing and mathematics appropriate to the program's student outcomes and to the discipline.
- an ability to analyze a problem and identify and define the computing requirements appropriate to its solution.
- an ability to design, implement, and evaluate a computer-based system, process, component, or program to meet desired needs.
- an ability to function effectively on teams to accomplish a common goal.

Graduates of the Bachelor of Arts in CS program are expected to demonstrate:

- an ability to apply knowledge of computing and mathematics appropriate to the program's student outcomes and to the discipline.
- an ability to analyze a problem and identify and define the computing requirements appropriate to its solution.
- an ability to design, implement, and evaluate a computer-based system, process, component, or program to meet desired needs.
- an ability to function effectively on teams to accomplish a common goal.

- an understanding of professional, ethical, legal, security and social issues and responsibilities.
- an ability to communicate effectively with a range of audiences.
- an ability to analyze the local and global impact of computing on individuals, organizations, and society.
- recognition of the need for and an ability to engage in continuing professional development.
- an ability to use current techniques, skills, and tools necessary for computing practice.
- an ability to apply mathematical foundations, algorithmic principles, and computer science theory in the modeling and design of computer-based systems in a way that demonstrates comprehension of the tradeoffs involved in design choices.
- an ability to apply design and development principles in the construction of software systems of varying complexity.

Graduates of departmental Certificate Program in Computer Science (Networking):

- Describe and analyze the hardware, software, components of a network and the interrelations.
- Manage multiple operating systems, systems software, network services and security. Evaluate and compare systems software and emerging technologies.
- Develop solutions for networking and security problems, balancing business concerns, technical issues and security.
- Explain concepts and theories of networking and apply them to various situations, classifying networks, analyzing performance and implementing new technologies.

Learning Outcomes

Graduates of the Computer Science Program are expected to demonstrate:

- an ability to apply knowledge of mathematics, science, and engineering
- an ability to design and conduct experiments, as well as to analyze and interpret data
- an ability to design a system, component, or process to meet desired needs within realistic constraints such as economic, environmental, social, political, ethical, health and safety, manufacturability, and sustainability
- an ability to function on multi-disciplinary teams
- an ability to identify, formulate, and solve engineering problems

- an understanding of professional and ethical responsibility
- an ability to communicate effectively
- the broad education necessary to understand the impact of engineering solutions in a global, economic, environmental, and societal context
- a recognition of the need for, and an ability to engage in life-long learning
- a knowledge of contemporary issues
- an ability to use the techniques, skills, and modern engineering tools necessary for engineering practice

CERTIFICATE PROGRAMS

CERTIFICATE IN ESOL (ENGLISH FOR SPEAKERS OF OTHER LANGUAGES)

The main goals of the ESOL program at Georgia Central University are to develop the academic English skills needed for the university classroom as well as the practical English skills needed for real-life situations. We offer a curriculum based on consistent quality and continuous research that allows the program to stay abreast of trends in the field of English language training, and we recruit and maintain a staff of highly qualified and experienced instructors who understand students' needs.

CERTIFICATE IN THEOLOGICAL STUDIES

This program is designed to equip laypersons for teaching the Bible in the church and the community. The Certificate of Theology consists of twelve core courses: Old Testament Survey, New Testament Survey, Church History, Systematic Theology, Foundations of Christian Education, Christian Spirituality, Ethics and Society, Introduction to Pastoral Care, Christian Worship, Evangelism and Mission, Denominational Polity, and Marriage and Family (including marriage enrichment program for married persons). Six additional courses are also required: Biblical studies: Issues in Biblical Interpretation, Pentateuch, Historical Books, Major Prophets, Four Gospels, and Pauline Literature. This certificate will help lay people to be empowered by this biblical knowledge so that it may contribute to the mission of GCU to glorify God in their everyday life.

CERTIFICATE IN COMPUTER SCIENCE (NETWORKING)

The field of computer science leads to a variety of careers that all require core computer science skills. These skills include theory classes such as Computer Hardware, Data Structures, Databases, and Networks, as well as programming in different computer languages. Thereafter, within the field, areas of specialty lead into careers including software development, project management, system analysis, and maintenance among other areas. With the Internet being an integral part of everyday life, Web page authoring and Web application development have been other areas of high demand in the job market.

GEORGIA CENTRAL UNIVERSITY FACULTY

Faculty members play a special role in the life of the University, as teachers, scholars, and participants in academic governance. Their duties and terms of appointment are different from those of other University employees, and their roles may differ from each other, within the University organization. The following sections explain the different kinds of faculty appointments and the duties of faculty members. The term “Faculty” shall be understood to mean those persons employed at GCU with primary responsibility for teaching and/or the administration of a degree program of the University, along with GCU Administration: the President, Vice-President, and Deans of Schools.

APPOINTMENTS

The administration of each school shall consist of the Dean or Deans, as appropriate, and all those with faculty rank, such as Professor, Associate Professor, Assistant Professor, or Instructor, including librarians and Departmental Directors, but not including those holding visiting or part-time appointments. See “Appointment Procedures,” pg. 28, for more detailed information.

FULL-TIME FACULTY

Full-time faculty are appointed to a School where their responsibilities include full-time teaching, advising, scholarship, and service to the University, along with such other tasks as they may be directed to do by the Dean of their School. Certain benefits, such as eligibility for tenure, are restricted to members of the full-time faculty, as explained elsewhere in this Handbook.

Faculty ranks (Professor, Assistant Professor, and Associate Professor, or Instructor) are given in a specific School to those whose primary responsibilities are teaching, advising, and scholarship. Other individuals may be appointed to teach full-time or part-time on a term or temporary appointment for a period of time agreed upon in their Employment Agreement. Such individuals may be assigned faculty rank such as Adjunct Instructor or Visiting Member of Faculty.

Within the faculty structure of GCU, there are a number of departmental Directorships. These Directors are affiliated with an academic School and will teach in that School, although their job

descriptions may also involve certain administrative duties that are outside the scope of a regular faculty appointment. These Directors are not eligible for sabbaticals, but otherwise have benefits similar to those of other full-time faculty members.

Professional librarians also hold faculty status. Certain other positions directly involved in academic programs may hold faculty status by action of the faculty body, following the recommendation of the Faculty Evaluation Committee. Faculty status gives these positions both voice and vote in the University faculty Senate, eligibility to serve on faculty committees, and/or to serve as student advisors, and it acknowledges that they play an active role in the intellectual life of the University. By the actions of its faculty, any School may include professional librarians as part of its faculty. Such faculty status does not carry eligibility for tenure or sabbaticals, nor does it automatically carry a particular faculty rank (since faculty rank is accorded within a specific School), nor does it carry eligibility for other benefits normally assigned to full-time teaching faculty.

PART-TIME FACULTY

Part-time faculty shall consist of those persons who are hired on an academic-year basis or less, and who contract to teach individual courses, which are specified in their Employment Agreements. The total number of credit hours taught at GCU in one semester by a part-time faculty member cannot equal or exceed the number of credit hours defined as a normal full-time teaching load.

DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

All faculty members are expected to maintain the highest personal standards of character and conduct, to keep abreast of their academic disciplines through continuing research and/or participation in the activities of professional organizations in their fields, to strive to improve the effectiveness of their lecturing, to take a sympathetic interest in the progress and development of their students, to keep accurate records of academic standing of all students in their classes, and to promptly report all records of grades, attendance, progress, and other information required by their Deans, the Office of Academic Affairs, the Office of Business Affairs, or the President (or the designees of these persons or offices).

Faculty members are expected to meet their classes as regularly scheduled. In case a faculty member is kept from his or her duties by illness or other disability, the faculty member must inform the Dean of the School and other appropriate persons as far in advance as is reasonably possible, so that arrangements can be made for class assignments or a substitute instructor. If a faculty member finds it necessary to take an extended absence from his or her regular duties, the faculty member must obtain written approval from the Dean of the School. Each faculty member is additionally expected to maintain adequate office hours so as to be available for student conferences or advising.

Each faculty member is expected to attend all meetings of University faculty, to attend commencements and convocations, to serve loyally and diligently on faculty committees, to assist the Dean and faculty of the School in carrying out the program of the School, and to cooperate fully with the Board of Trustees, the President, and School Deans (or the designees of these persons) in promoting the interests of the University.

Each faculty member is expected to continue to teach until the end of the session for which his or her services were engaged. Any faculty member who wishes release from his or her obligation to teach for the following session is expected to make a written request to his or her Dean 90 days prior to the opening of the next session. During the regular academic session faculty members must secure the approval of the Dean of Academic Affairs in consultation with Vice President whenever they assume additional work for which they receive compensation (other than modest honoraria for activities directly related to their scholarly work). This is normally allowed, provided that they do not engage in any occupations that conflict with their University duties, reflect poorly upon the University, or require more than the equivalent of one day per week. No faculty member may run for or hold any denominational non-teaching related offices without prior consultation with and consent of the President.

Student Academic Advising

Full-time faculty shall be responsible for academic advising, as noted in the General Faculty Job Description. The Dean of the faculty member's School will assign advising duties to his or her faculty. Faculty shall counsel and advise students on required courses or courses the student wishes to take during the month prior to the registration period of a new semester. Faculty should post office hours and availability for counseling and advisement, and encourage students to make appointments during the advisement period, so as to avoid delays. Faculty should ensure that they

have a list of students whom they are to advise (available from the Office of Academic Affairs), set aside office hours during the advisement period for advising and counseling appointments and provide students with their GCU contact information, as appropriate. Faculty should familiarize themselves with the requirements of their School in order to appropriately advise students as to enrollment. Advising should be included on the agendas of Faculty Organization meetings, School Faculty meetings, and Faculty Workshops.

When advising students, faculty advisors should

- prioritize core curriculum before major coursework
- note minimum credit hour enrollment requirements
- check for redundancies or deficiencies in the student's course history, taking special notice should be taken of grades of "F" or "I"
- include IR (Chapel) in prospective schedules, and remind students of the attendance requirement
- familiarize themselves with the basics of student financial aid, and ensure that they know the student's financial aid situation, so as to advise the student on course loads.
- be familiar with GCU policy regarding Satisfactory Academic Progress (SAP) and advise students regarding maintaining SAP
- be aware of and follow GCU academic policies as they relate to student enrollment, including policy related to online courses.

Faculty advisors will note advisement on the student's Academic Progress Analysis form, which is kept in the student's file in the Office of Academic Affairs. Note that this form is not the same as the Student Counseling Log, which is to be used only for student encounters outside of the pre-registration or registration period.

Faculty Textbooks and Course Materials

Generally, GCU faculty are asked to provide their own copies of textbooks for use in teaching classes. Faculty may request that the text(s) or materials for a particular course be changed or updated. Faculty should make these requests in writing to the Dean of their School, who will consider the request carefully, based on current needs and the goals of the School and the Institution. If the Dean approves the change, he or she will submit the request to the EAC, which will either approve or disallow the change.

For the purposes of this policy, “course materials” should be taken to mean any teaching aid or resource that is not a textbook, such as electronic or online resources

Usually, reasonable and justifiable requests for text or course material changes that do not contradict the Institutional Mission will be approved, unless there is some circumstance, such as prohibitive cost to students, that argues against approval. Note that this policy is **not intended to infringe upon the faculty’s exercise of their right to academic freedom**. However, it must be remembered that, given GCU’s mission as a Christ-centered religious learning institution, requests for texts or materials that do not support the mission or which clearly go against the mission will be disallowed. Faculty are encouraged to discuss changes to course materials in meetings of the GCU Faculty Senate and to present their ideas and requests to other relevant committee meetings, such as meetings of the Library and Publication Committee. Textbook and course materials issues should also be part of the regular agenda of every School Faculty meeting. Faculty should bear in mind that it is incumbent upon students to purchase their own texts and materials for a course, and plan textbook and materials requests accordingly. Texts must be accessible (i.e. in print and readily available for purchase online or in a bookstore), and the cost of the text or materials should be taken into account before making a request for a text or course materials change.

Recording Student Attendance

It is vitally important to maintain accurate records of student attendance, and it is the responsibility of faculty to note attendance in every class and report it to the Office of Academic Affairs. The Office of Academic Affairs maintains class rolls, which should be collected by the instructor before each class. The instructor takes attendance based on the class roll, and should return their class roll(s) to the Office of Academic Affairs each day, following the current GCU Attendance Policy:

All students are required to attend all their registered classes including chapel (Institutional Requirement). Any students missing more than 3 class sessions will be permanently dismissed from the class for that particular semester with a grade of “F.” This attendance policy is non-negotiable, and is a requirement of the United States Immigration Services for international students; university officials are required to terminate any such student’s F-1 visa status in any case of failure to attend classes. Three late attendances to any class will be regarded as one absence.

This information should be contained in all GCU course syllabi, and should be discussed with and made clear to students when the syllabus is handed out. Faculty should report excessive absences to the Office of Academic Affairs as soon as they are noted, so that compliance with federal regulations may be maintained.

In case of an emergency, a student may submit an official Absence Excusal Form to the faculty member in charge of each of the courses in which the student is enrolled. This form is available at the Office of Academic Affairs and on the GCU website. This form must be completed and signed by the applicant; the decision to grant a recognized absence then relies on the faculty's judgment and on submitted documentation. If the student has official permission from the Office of Student Affairs to be absent due to an emergency situation (including injury, hardship or sickness), the student may miss the class on the stated dates and such absences will not count towards his/her attendance. Faculty members should coordinate with the Office of Academic Affairs to monitor such absences. Students with excessive absences are subject to being unofficially withdrawn from GCU, but will still be responsible for all tuition and fees. Instructors and faculty advisors should ensure that all students under their care are aware of this fact. See the GCU Catalog for more information on withdrawals and withdrawal impacts. As a corollary to the above policy, faculty should be aware of the class hour requirements of each of their courses and should ensure that the clock time for each class they teach is sufficient to meet these requirements. Faculty attention to this obligation will be included in faculty evaluations.

Syllabi

Any Faculty members who are assigned with course work for teaching in designated curriculum shall submit appropriate Course Syllabi to the Office of Academic Affairs three weeks prior to the first day of the class, and the material and information should be available for students during the first week of the semester.

Course syllabi should include the following information, at a minimum:

- Course title
- Course number
- Classroom
- Instructor's name and office location
- Office telephone number (this should also be posted on the faculty member's office door)
- Faculty member's email address

- Faculty member’s office hours
- Course description
- Course objectives
- Tentative schedule of class topics, assignments, and dates
- Textbook title and author
- Statement regarding prerequisite(s)
- Attendance policy
- Class rules (e.g., no eating in classroom, cell phone)
- Last day to drop without evaluation
- Lecture methodology
- Written assignments
- Clear delineation of grading system and evaluation methodology

Sample syllabi for reference are available from the Office of Academic Affairs.

Academic Assessment System (Grading) and SAP

The quality of work done by students in courses is reported by use of the following grading scale.

Grade	Numerical Range	Point Value	Definition
A	94-100	4.0	Excellent
A-	90-93	3.70	
B+	87-89	3.30	
B	84-86	3.00	Good
B-	80-83	2.70	
C+	77-79	2.30	
C	74-76	2.00	Satisfactory
C-	70-73	1.70	
D+	67-69	1.30	
D	64-66	1.00	Poor
D-	60-63	0.70	
F	< 60	0	Failure
P		-	Pass (Satisfactory)

F		0.00	Fail (Unsatisfactory)
I			Incomplete
W		0.00	Official Withdrawal
UW		0.00	Unofficial Withdrawal

All course work must be completed by the last day of the semester in which the course is taken. In exceptional cases and at the discretion of the instructor, a student may apply for an incomplete ("I") grade for the course. This petition must be submitted to the instructor by the last day of the semester. If granted, the applicant must complete any assigned work by the date designated on the petition. The extended time cannot exceed four weeks from the end of the term. If the work is not completed by that date, the "I" grade will be changed to a "F."

It is the responsibility of faculty to monitor the grades of each student in their classes, and faculty should inform and counsel students who are not making satisfactory academic progress in their classes. Faculty should determine the student’s academic advisor and coordinate with the advisor if a student’s SAP is in jeopardy.

Satisfactory Academic Progress

A student’s academic progress is indicated by their Grade Point Average, as measured using the above scale. Students failing to meet SAP standards will be placed on academic warning, probation, or suspension. The minimum standard for undergraduate students is a cumulative GPA of 2.0 on a four-point scale (i.e. a “C” grade). Graduate students must maintain a minimum 2.7 GPA; that is, a grade of “B-“ (more detailed information on SAP may be found in the Catalog). Students are informed of and agree to this policy when matriculating and at Student Orientation, but faculty should still ensure that students are completely aware of this policy and that faculty are required to help enforce it.

Faculty Procurement of Equipment and Supplies

Faculty procurement of supplies and equipment is done through the Office of Business Affairs. Faculty have access to the Supply Room, and may make reasonable use of classroom and office supplies from the Supply Room. This includes pens, binders, whiteboard markers and erasers, etc. Any items removed from the Supply Room must be recorded on the Supply Record posted outside the room. Students are not to make use of the Supply Room. If the Supply Room is out of a particular item, please notify the Office of Business Affairs, which makes regular purchases of

commonly-used items. If a faculty member requires supplies that are not available in the Supply Room, he or she should complete a Purchase Order, obtained from the Office of Business Affairs, which will try to fulfill all reasonable requests for particular supplies.

Faculty also have access to photocopiers, and may make reasonable use of them. Faculty are not to make excessive numbers of copies unless absolutely necessary. Faculty may obtain a copier card from the Office of Academic Affairs. Faculty shall have access to any necessary in-class technology or instructional items, such as televisions and whiteboards. Faculty may also check out a projector or laptop computer from the Office of Academic Affairs. Faculty should plan ahead if they require the use of a projector or laptop to ensure that one is available when they need it. Students are not to make use of these items without explicit permission from faculty or administration, and faculty should ensure that students are not allowed to handle or use these items in a class. If particular equipment that is not kept on hand is required for a class, a Purchase Order should be submitted to the Office of Business Affairs. Justification for the purchase of such equipment will be required.

Intellectual Property and Copyrights

Georgia Central University encourages faculty to contribute to the mission of the University through professional development to provide educational opportunity for students. However, faculty members should be careful at all times to avoid infringement of intellectual property and copyright laws. “Intellectual property” is here defined as patented or patentable materials, copyrighted or copyrightable materials, trademarks, software, and trade secrets, whether or not formal protection is sought. “Patentable materials” is here defined as items other than software which reasonably may qualify for protection under the patent laws of the United States, or of other countries or protective statutes.

As defined in 17 U.S. Code § 102, copyrightable materials include:

1. literary works;
2. musical works, including any accompanying words;
3. dramatic works, including any accompanying music;
4. pantomimes and choreographic works;
5. pictorial, graphic, and sculptural works;
6. motion pictures and other audiovisual works;
7. sound recordings; and

8. architectural works.

15 US Code § 1127 gives further definitions of trademarkable and copyrightable materials:

Software is one or more computer programs existing in any form, or any associated operational procedures, manuals or other documentation, whether or not protectable or protected by patent or copyright. The term "computer program" shall mean a set of instructions, statements or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

Trade Secrets is information including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which:

- i. derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- ii. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Ownership of Intellectual Properties

Trademarks include all trademarks, service marks, trade names, seals, symbols, designs, slogans, or logotypes developed by or associated with the University. Georgia Central University encourages faculty to contribute to the mission of the University through professional development to provide educational opportunity for students. Traditional academic copyrightable works created using University resources usually and customarily provided are owned by the creators. The University shall retain a non-exclusive, royalty-free license to use these works. Traditional academic copyrightable works created with the use of University resources over and above those usually and customarily provided shall be owned by the creators but licensed to the University. The minimum terms of such license shall grant the University the right to use the original work in its internally administered programs of teaching, research, outreach, and public service on a perpetual, royalty-free, non-exclusive basis. The University may retain more than the minimum license rights when justified by the circumstances of development.

Intellectual properties created by students as part of the requirements for the University degree program belong to the student unless:

1. The original records (including software of an investigation for a graduate thesis or dissertation are the property of the University but may be retained by the student at the discretion of the student's academic department;
2. The University shall have, as a condition of the degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.

Any other intellectual property not mentioned above, that is the result of academic work, or produced in service/support areas shall be governed shall be the property of the University unless a written agreement between the University and the creator is executed prior to the production of the final product.

Revenue from Intellectual Property

Georgia Central University may pursue the generation of revenue from University-owned intellectual property as defined in this policy. Revenue sharing and distribution shall be governed by contract arrangements. The originator(s) of University-owned copyrighted material is obligated to produce all information and submittals necessary for registrations and the defense of the copyright, and all examples of the work. The President is the final authority on the disposition of copyrights and revenue sharing from intellectual property.

Copyright Policy

It is the policy of Georgia Central University that all faculty, staff, students, and other members of the University community adhere to all copyright laws concerning the reproduction of materials and will be responsible for any infringement(s).

Limitations on Exclusive Rights: Fair use

17 U.S. Code § 102 outlines the fair *use* of a copyrighted work, and that such use is legitimate and legal within the constraints listed below. Faculty should bear this definition in mind when using texts or other class materials. Fair use, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarsh p, or research, is not an

infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

Limitations on Exclusive Rights: Reproduction by Libraries and Archives

17 U.S. Code § 102 allows certain rights to libraries regarding the reproduction of copyrighted material:

- a. Except as otherwise provided in this title and notwithstanding the provisions of section 106, it is not an infringement of copyright for a library or archives, or any of its employees acting within the scope of their employment, to reproduce no more than one copy or phonorecord of a work, except as provided in subsections (b) and (c), or to distribute such copy or phonorecord, under the conditions specified by this section, if —
 - (1) the reproduction or distribution is made without any purpose of direct or indirect commercial advantage;
 - (2) the collections of the library or archives are
 - i. open to the public, or
 - ii. available not only to researchers affiliated with the library or archives or with the institution of which it is a part, but also to other persons doing research in a specialized field; and
 - (3) the reproduction or distribution of the work includes a notice of copyright that appears on the copy or phonorecord that is reproduced under the provisions of this section, or includes a legend stating that the work may be protected by copyright if

no such notice can be found on the copy or phonorecord that is reproduced under the provisions of this section.

- b. The rights of reproduction and distribution under this section apply to three copies or phonorecords of an unpublished work duplicated solely for purposes of preservation and security or for deposit for research use in another library or archives of the type described by clause (2) of subsection (a), if —
 - (1) the copy or phonorecord reproduced is currently in the collections of the library or archives; and
 - (2) any such copy or phonorecord that is reproduced in digital format is not otherwise distributed in that format and is not made available to the public in that format outside the premises of the library or archives.

- c. The right of reproduction under this section applies to three copies or phonorecords of a published work duplicated solely for the purpose of replacement of a copy or phonorecord that is damaged, deteriorating, lost, or stolen, or if the existing format in which the work is stored has become obsolete, if —
 - (1) the library or archives has, after a reasonable effort, determined that an unused replacement cannot be obtained at a fair price; and
 - (2) any such copy or phonorecord that is reproduced in digital format is not made available to the public in that format outside the premises of the library or archives in lawful possession of such copy. For purposes of this subsection, a format shall be considered obsolete if the machine or device necessary to render perceptible a work stored in that format is no longer manufactured or is no longer reasonably available in the commercial marketplace.

- d. The rights of reproduction and distribution under this section apply to a copy, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, of no more than one article or other contribution to a copyrighted collection or periodical issue, or to a copy or phonorecord of a small part of any other copyrighted work, if —

- (1) the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and
 - (2) the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

- e. The rights of reproduction and distribution under this section apply to the entire work, or to a substantial part of it, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, if the library or archives has first determined, on the basis of a investigation, that a copy or phonorecord of the copyrighted work cannot be obtained at a fair price, if —
 - (1) the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and
 - (2) the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

- f. Nothing in this section —
 - (1) shall be construed to impose liability for copyright infringement upon a library or archives or its employees for the unsupervised use of reproducing equipment located on its premises: Provided, That such equipment displays a notice that the making of a copy may be subject to the copyright law;
 - (2) excuses a person who uses such reproducing equipment or who requests a copy or phonorecord under subsection (d) from liability for copyright infringement for any such act, or for any later use of such copy or phonorecord, if it exceeds fair use as provided by section 107;
 - (3) shall be construed to limit the reproduction and distribution by lending of a limited number of copies and excerpts by a library or archives of an audiovisual news program, subject to clauses (1), (2), and (3) of subsection (a); or

- (4) in any way affects the right of fair use as provided by section 107, or any contractual obligations assumed at any time by the library or archives when it obtained a copy or phonorecord of a work in its collections.
- g. The rights of reproduction and distribution under this section extend to the isolated and unrelated reproduction or distribution of a single copy or phonorecord of the same material on separate occasions, but do not extend to cases where the library or archives, or its employee —
- (1) is aware or has substantial reason to believe that it is engaging in the related or concerted reproduction or distribution of multiple copies or phonorecords of the same material, whether made on one occasion or over a period of time, and whether intended for aggregate use by one or more individuals or for separate use by the individual members of a group; or
 - (2) engages in the systematic reproduction or distribution of single or multiple copies or phonorecords of material described in subsection (d): Provided, That nothing in this clause prevents a library or archives from participating in interlibrary arrangements that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work.
- h.
- (1) For purposes of this section, during the last 20 years of any term of copyright of a published work, a library or archives, including a nonprofit educational institution that functions as such, may reproduce, distribute, display, or perform in facsimile or digital form a copy or phonorecord of such work, or portions thereof, for purposes of preservation, scholarship, or research, if such library or archives has first determined, on the basis of a reasonable investigation, that none of the conditions set forth in subparagraphs (i), (ii), and (iii) of paragraph (2) apply.
 - (2) No reproduction, distribution, display, or performance is authorized under this subsection if —
 - i. the work is subject to normal commercial exploitation;
 - ii. a copy or phonorecord of the work can be obtained at a reasonable price; or

- iii. the copyright owner or its agent provides notice pursuant to regulations promulgated by the Register of Copyrights that either of the conditions set forth in subparagraphs (i) and (ii) applies.
- (3) The exemption provided in this subsection does not apply to any subsequent uses by users other than such library or archives.
- i. The rights of reproduction and distribution under this section do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than an audiovisual work dealing with news, except that no such limitation shall apply with respect to rights granted by subsections (b) and (c), or with respect to pictorial or graphic works published as illustrations, diagrams, or similar adjuncts to works of which copies are reproduced or distributed in accordance with subsections (d) and (e).

For more information on copyright law, or for a complete version of this USC Title, please consult *Circular 92: Copyright Law of the United States and Related Laws Contained in Title 17 of the United States Code, December 2016*, available for download at:

www.copyright.gov/title17/title17.pdf.

CLASSROOM STANDARDS

The individual faculty member is primarily responsible for managing the classroom environment. If a student engages in any prohibited or unlawful acts or other behavior that results in disruption of a class, he or she may be directed by the faculty member to leave the class for the remainder of the class period. Longer suspensions from a class, or dismissal on disciplinary grounds, must be preceded by a disciplinary conference or hearing. Professors and instructors will encourage free discussion, inquiry, and expression in the classroom whenever possible. Student grades must be evaluated on academic performance based solely on class assignments and/or examinations, not on opinions expressed or on conduct unrelated to academic criteria, unless this conduct is disruptive to the academic endeavor.

ACCESS TO GCU FACILITIES AND EQUIPMENT

General Access Policy

GCU recognizes that its faculty and student body cannot function properly without access to facilities and equipment. All GCU faculty and students shall therefore have *reasonable* access to

all available GCU facilities and equipment that are relevant to their jobs or course of study, unless otherwise directed by GCU administration. Faculty desiring the use of a particular classroom other than the ones assigned for their classes should contact the Office of Academic Affairs. Faculty requests to use GCU facilities or equipment for individual reasons that are school-related (such as a private music lesson) should be made using a Facility Use form, available in the Office of Academic Affairs.

Exceptions to General Access Policy

Faculty and students should generally not enter any area of the campus unless they are approved to do so (see above). Faculty and students may *NOT* access electrical or mechanical rooms, fuseboxes, storage areas, server rooms, janitorial rooms or equipment, etc. Areas of the campus that are marked “Do Not Enter” are off-limits to faculty and students unless directed to use these areas by GCU Administration. Faculty and students are not allowed to remove from the GCU campus any University equipment, including computers, projectors, televisions, musical instruments, etc. without the express approval of GCU Administration.

SAOM and MMT Classrooms

Rooms set aside for the use of the School of Acupuncture and Oriental Medicine and the Manual Muscle Therapy program are explicitly for these programs ONLY. Faculty and students who are not directly involved in teaching or taking an Acupuncture, Oriental Medicine, or Massage Therapy course are not to enter, use, or remove the contents of the rooms set aside for these purposes, under any circumstances, unless accompanied by a qualified instructor or at the direction of GCU Administration.

Repairs and Maintenance

If repairs to facilities or equipment are needed, faculty members should contact the Office of Business Affairs. This includes general maintenance, classroom cleanup, computer, projector, or TV maintenance, and so on. If a potentially hazardous situation regarding facilities or equipment is noticed, such as a fire hazard, electrical short, or similar issues, faculty members or students should immediately contact the Office of Academic Affairs to report the hazard and to be assigned another classroom. Under no circumstances should faculty members or students repair or attempt to repair equipment or facilities themselves. If there is evidence of criminal activity, such as vandalism, faculty or students should contact the Office of Campus Safety and Security immediately, and should not attempt any cleanup or repair work themselves.

ACADEMIC FREEDOM

All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the "1940 Statement of Principles on Academic Freedom and Tenure," formulated by the Association of American Colleges and the American Association of University Professors.

Academic Freedom of Non-Tenured Faculty

If a faculty member on probationary or other non-tenured appointment alleges that a violation of academic freedom significantly contributed to a decision not to reappoint him/her, the allegation will be given preliminary consideration by the University Faculty Senate, which will seek to settle the matter by informal methods. The allegation shall be accompanied by a statement that the faculty member agrees to the presentation of such reasons and evidence as the institution may allege in support of its decision. If the difficulty is unresolved at this point, and if the University Faculty Senate so recommends, the matter will be heard in the manner set forth in Dismissals and Procedures for Dismissal under Adequate Causes and Interim Suspensions of this chapter, except that the faculty member making the complaint is responsible for stating the grounds upon which his/her allegations are based, and the burden of proof shall rest upon the faculty member. If, in the view of the University Faculty Senate, he/she succeeds in establishing a prima facie case, it is incumbent upon those who made the decision not to reappoint him/her to come forward with evidence in support of their decision.

Political Activities of Faculty Members

Faculty members, as citizens, are free to engage in political activities. When so doing, however, they must speak as individuals and in no way consciously represent the University. Where necessary, leaves of absence may be given for the duration of an election campaign or a term of office, on timely application, and for a reasonable period of time. The terms of such a leave of absence shall be set forth in writing, and the leave will not affect unfavorably the tenure status of a faculty member, except that time spent on such leave will not count as probationary service unless otherwise mutually agreed to.

GENERAL POLICY ON FACULTY/STUDENT RATIO

While taking into account the needs and popularity of any given course per academic term, GCU's administration stipulates that the student:faculty ratio be less than 30:1, and for better educational

provision, the Office of Academic Affairs carefully monitors the ratio so as not to exceed the recommended rate by allocating more faculty members for teaching through hiring and recruiting. With given current circumstances, the Office of Business Affairs and GCU Administration collaborate in an effort to keep the ratio as low as possible.

STANDING COMMITTEES OF GCU FACULTY MEMBERS

GCU upholds and values the opinions of every staff member of GCU and the related community; and thus has created six standing committees to guide and direct the university's operation and to provide managerial support for administrative decisions. Each Committee consists of at least three faculty staff, one administrative staff, and one off-campus member appointed by the committee. Each committee shall elect one chairperson for each academic year, and committee meetings shall be scheduled and announced by the chair at least 10 days prior to the meeting via e-mail or telephone contact.

ACADEMIC AND STUDENT FACULTY STANDING COMMITTEE

Responsibilities:

- Reviews progress of students toward degrees,
- Reviews Academic Probation cases
- Communicates with the respective student and adviser
- Recommends list of academic achievement scholarships
- Considers disciplinary issues raised by the School Dean, Instructor, members of the faculty, students, and/or the Admissions Committee, and recommends, when appropriate, cases for expulsion to the faculty.

GRADUATE LEVEL EDUCATION COMMITTEE

Responsibilities:

- Reviews GCU's Academic Curriculum for Graduate Level Education
- Reviews individual syllabus for course work in advance to lecturing
- Recommends list of academic achievement scholarships
- Coordinates the graduate program and recommend to the faculty proposals in regard to Advanced Studies

ADMISSIONS COMMITTEE

Responsibilities:

- To read application files and interview prospective students;
- To admit students in Degree Program;
- To regularly evaluate the Admission Policies; and
- To advise the Director of Admissions as to criteria for admission and as to recruitment and report any proposed changes in criteria to the Faculty.

GRADUATION COMMITTEE

Responsibilities:

- To maintain oversight and review of the curriculum available to students of the University
- To recommend graduation candidacy to the Executive Academic Council, and certify completion of degree work
- To hear and act upon student request for exceptions

FACULTY ASSESSMENT COMMITTEE

Responsibilities:

- All reviews for promotion and tenure are conducted by the Faculty Assessment Committee
- In accordance with the applications for promotion submitted to the Dean of Academic Affairs, the Dean will prepare the agenda for the Faculty Assessment Committee, so that it can begin its work before the conclusion of the Fall Semester.

LIBRARY AND PUBLICATION COMMITTEE

Responsibilities:

- To review the information and research needs of the faculty, staff, and students
- To determine appropriate ways of filling those needs using the resources of the library, archives, and media services
- To seek ways to improve the use of the library by faculty, staff, and students
- To consult with the Director of the Library in reviewing library policies and procedures

- To formulate and recommend to the faculty collection development policies
- To review publication material prior to official approval from the President
- To recommend any journal entries or dissertation publications by the faculty members of GCU
- To oversee any teaching material applied in classroom activities

FACULTY EMPLOYMENT AND RECRUITMENT

GENERAL POLICY

It is the policy of GCU to recruit the highest quality of instructional and academic personnel without regard to race, color, creed, or sex. Positions are advertised in the Chronicle of Higher Education and/or appropriate professional journals. The Deans of Schools, the Search Committee, or a recruiting agent appointed by the Dean screen the candidates. Final candidates are interviewed and a recommendation is sent to the President via the Dean for final approval.

RECRUITMENT PROCESS

Any applicants for teaching position should submit the following documentation in original form to the Office of Academic Affairs at GCU; or through contracted agencies of GCU:

1. Proper form of Picture Identification
2. Resume with clearly stated objectives
3. Form-Personnel Data Inventory from NPEC
4. Personal Essay
5. Certificate of Degrees or Diplomat
6. Official Transcript
7. Published Dissertation or Thesis
8. Form W-4

With careful examination of the submitted documentation by applicants, the School Dean files formal recommendation to the Office of Academic Affairs, to be reviewed by the Director of Business Affairs, who drafts the employment contract specifically for the applicant and signs the contract before the University President; where the applicant is issued with his/her own personal duties and responsibilities.

APPOINTMENT PROCEDURES

Initial Decisions on Appointment

The Dean of each School makes initial appointment decisions. After consulting with professors in the School, the Dean sends a recommendation to the President through the Dean of Academic Affairs, accompanied by a completed employment agreement, appropriate affirmative action forms, a transcript, curriculum vitae, and a completed Faculty Employment Form. The School Dean signs the recommendation-to-employ form and other forms as appropriate and sends the complete package to the President. The President reviews these documents and, when approving, signs the appropriate forms and the contract. The contract is then mailed to the faculty member (or arrangements are made for the faculty member to pick up the contract from the Office of the President).

Conditions of Appointment

Appointments must follow the affirmative action guidelines described in the Affirmative Action Plan for Equal Employment. Copies of this plan may be obtained from the Vice President, who also serves as Affirmative Action Officer.

The expected minimum degree for employment is a terminal degree in the appropriate field; however, faculty with a lesser degree and commensurate qualifications can be appointed upon the recommendation of the President with the approval of the Board of Trustees. Faculty who do not possess a terminal degree in-area cannot be promoted past the rank of Instructor (see "Faculty Ranks," below). Adjunct and part-time faculty members are expected to meet the same requirements for employment as full-time faculty teaching in the same discipline at the same or comparable rank. Each initial appointment to the rank of Instructor, Assistant Professor, Associate Professor, or Professor is a probationary term appointment. The probationary period and the notification processes for each of the ranks are detailed in the tenure policies and regulations of GCU. The purpose of the probationary period is to give the faculty member a chance to demonstrate the ability to perform at the expected level. The designation of a specific probationary period is neither a guarantee nor a requirement that the faculty member will be retained for the entire probationary period.

Statement of Terms of Appointment

The terms and conditions of every appointment to the faculty will be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member by the Office of Business Affairs. Any subsequent extensions or modifications of an appointment, and any special

understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member. Persons with teaching or research appointments of any kind will be informed each year in writing of their appointments. Matters that have special significance relative to future tenure possibilities will be indicated. Changes in the terms of the appointment are determined by the Board of Trustees. All members of the faculty on probationary or term appointments must indicate their acceptance of the terms annually by signing and returning a copy of the appointment or contract letter.

Faculty positions, including teaching, research and others with faculty status at the University are held under one of five appointment status categories:

Tenured Appointments

Tenured faculty members are those persons who have been confirmed in such status by action of the Board of Trustees on recommendation of the President subsequent to appropriate peer and administrative review. Faculty members with tenure shall have permanent or continuous appointments, and their service shall be terminated only for cause (See “Termination by the University of Continuous Tenure” and “Termination of an Appointment before the End of the Specified Contractual Term,” below). Faculty members who have tenure status will be notified in writing of any changes in their terms (salary, etc.) of their appointments by March 30 preceding the academic year in which the change is effective. The awarding of tenure status to faculty members shall in every case only be made by the Board of Trustees, upon a nomination by the President following the recommendation of the Dean of Academic Affairs. Before making a recommendation about tenure to the President, the Dean of Academic Affairs shall consult with and receive the recommendation of the School Deans, shall secure the advice and recommendation of the academic school involved. Recommendations for tenure are based on the criteria described in Evaluation for Personnel Decisions and in standards for each school (consult with the Dean of the relevant School for more information). Fulfillment of these criteria, however, does not necessitate a positive tenure decision.

Probationary Appointments (Tenure-Track)

Probationary faculty members are those persons who are appointed without contractual understanding that the appointment is for a maximum fixed term but who have not achieved tenured status. These appointments are also called tenure-track appointments and carry the possibility of tenure at a future date. Probationary appointments may be made for one year, subject to renewal. The

total period of full-time service at the University prior to the acquisition of continuous tenure will not exceed seven years. By mutual consent, in writing, prior teaching experience at other institutions of higher learning or at the University may be waived at the time of initial appointment to a tenure track position to give the individual the full seven-year probationary period. In only the most exceptional cases will the probationary period be less than three years. Reappointment to a probationary position is made annually following review and satisfactory performance and continuing University need. Ordinarily, individuals on probationary appointments are considered for tenure during their sixth year. In the event the decision is considered positive, the individual will be awarded tenure at the beginning of the next academic year. In the event of a negative decision, the following year will be terminal and reappointment will not be made beyond that year. The Vice President, on the recommendation of School Deans, may grant the request of a tenure candidate to be considered earlier than the normal sixth year. In such an instance, the decision reached will be final and conclusive and, in the event of a negative decision, the following year will be terminal. Time spent on unpaid leave of absence or maternity leave will not count as probationary period service, unless the individual and the institution agree to the contrary at the time leave is granted. Under certain medical circumstances in which the faculty member continues to teach full-time but for medical reasons, including pregnancy or childbirth, is unable to engage in the full array of faculty responsibilities, the individual may request a delay in the date of the tenure decision. Such "stop the clock" requests must be approved by the Dean of Academic Affairs in consultation with the School Dean. If the request is approved, the date of the tenure decision will be postponed for a maximum of six months.

Three-Year Term Appointments

Three-year term faculty members are those persons who have been appointed to an annual contract which may be renewed to the limit of the specified term of two or three years assuming satisfactory service and continued University need. The appointment terminates at the end of the specified term. Faculty members may be appointed on a full-time basis for one year with the contractual understanding that the annual contract may be renewed for a specified maximum term of three years, each annual renewal during this period being contingent upon satisfactory service and continued University need. Such appointments are not tenure eligible and are not renewable for a second three-year period except by separate and specific written agreement. Notice that a three-year term appointment is not to be renewed shall be given as indicated for Probationary Appointments.

Temporary and Restricted (Full- or Part-Time) Appointments

Temporary and restricted term appointments, whether full-time or part-time, are term appointments for up to one semester or one academic year and are not renewable except by subsequent and separate agreement. Visiting faculty appointments fall in this category. Faculty appointments may be made, on either a full-time or part-time basis, for a specified term of part or all of one semester or one academic year, with the contractual understanding that such appointments terminate on the date specified in the contract and are not renewable unless there is a subsequent, separate, and specific written agreement to do so, in which case a new contract will be offered. The requirement of written due notice of termination, as described in “Probationary Appointments,” above, does not apply to any temporary and restricted appointment; nor are such appointments tenure-eligible.

Continuing Appointments

Continuing appointments, whether full-time or part-time, include those with faculty status that do not specify tenured, tenure-track, two or three-year term or temporary and restricted term appointments. Certain employees of the University, whose appointments do not fall in one of the above categories may, because of their professional and educationally related roles at the University, be given faculty status. These individuals are employed under continuing appointments which adhere to the principles of employment-at-will and assume satisfactory performance and continued University need.

STANDARDS FOR TENURE, PROMOTION, AND SALARY

These decisions are based on an assessment of excellence in teaching, scholarship, and service. The standards by which excellence is judged are stipulated separately for each School or Administrative Office. Generally, excellence in teaching shall be evidenced by a faculty member's command of the developing subject matter, the ability to organize and present the teaching material effectively, and the utilization of effective teaching methods and strategies. Consideration may be given to the effective mentoring of student academic work outside of the classroom. Excellence in research/scholarship shall be evidenced (with documentation) by professional growth through original research, study, publication, performance (in the fine arts), or other significant professional activities. Excellence in service shall be evidenced by effective academic advising and effective participation in the affairs of the faculty and University community, particularly through committee activities. Consideration may be given to service to professional communities beyond the University. Tenure and promotion procedures are not standardized over the several Schools and faculties. Tenure decisions shall be made solely on the basis of the merits of the candidates and the needs of programs,

without regard to quotas and within the context of existing tenure policy. Other factors affecting personnel decisions include the economic or budgetary situation of the University. Certain degrees or certifications (appropriate to the division and discipline) are usually considered necessary for tenure and for the rank of Assistant Professor and above.

GENERAL PROCEDURES FOR TENURE AND PROMOTION DECISIONS

Successive reviews and recommendations for tenure and promotion decisions are made through a route that involves the School and/or a faculty committee, the respective School Dean, the Dean of Academic Affairs, and the President. All tenure and promotion decisions are made by the Board of Trustees only on the positive recommendation of the President. An individual may stand for tenure only once. Each person involved in the process is expected to be familiar with the criteria on which recommendations respecting tenure and promotion are based and exercise great care that inappropriate criteria play no part. It is the policy of the University not to discriminate on the basis of race, religion, national or ethnic origin, age, gender, disability, status as a veteran or any classification protected by local, state and federal law, in tenure or promotion considerations or any other matters. Inasmuch as the University has adopted a policy recognizing that the tenure and promotion process may differ among the University academic divisions, it is the responsibility of each School Dean or Director to make individual faculty members aware of the University's policies regarding non-discrimination and to be certain that discriminatory factors are not a part of the evaluation leading to a tenure or promotion recommendation nor a part of the official file on which such decisions are made. The party making a recommendation in a tenure or promotion case will notify the candidate of the recommendation. The basis on which a negative recommendation was made will be summarized in writing for the candidate. The written summary may include relevant information contained in confidential reports, but must not violate the confidence in which information was given by individual faculty colleagues, students, or outside experts. The written summary should be given to the candidate at approximately the time the party transmits the negative recommendation to the next successive level of review. While some of the above statements are intended to clarify the candidate's access to the bases on which negative tenure and promotion recommendations are made, it is not their purpose to make the process overly burdensome or legalistic nor to create adversarial relationships in which one's best professional judgment, subjective as it may be, or the School's, division's, or University's long-range needs is compromised. The evaluation of teaching, advising, scholarship, and service to the University is by its nature subjective, and final judgments must be made holistically. Fair-minded and reasonable people can disagree. Since the needs of various

Schools and faculties may differ and may change from time to time, the overall needs of the University as a whole, as determined by the Board of Trustees, shall come first.

FACULTY RANKS

GCU uses standard faculty ranks for tenure-track positions. In ascending order, these titles are Instructor, Assistant Professor, Associate Professor, and Professor. Individuals with these titles receive probationary term contracts and are entitled to the various notification processes appropriate to their rank.

Faculty members may also receive special appointments to non-tenure-track positions. These appointments carry such title designations as *lecturer*, *artist-in-residence*, or any of the above-mentioned tenure-track designations prefixed with such qualifiers as *adjunct* or *visiting*. Non-tenure-track appointments are fixed-term appointments, and the period of employment automatically ends on the date stated on the contract.

The following criteria are used for initial appointment to the various ranks. Please note that these criteria represent minimum standards and that individual schools may have developed their own criteria, which may be more stringent:

Professor

An earned doctorate or other appropriate terminal degree, demonstrated ability to direct research in one's field, posted research results at one or more respective and acknowledged professional society, evidence of continued growth may be shown by scholarly contributions to one's field, nine or more years of experience in postsecondary education (including at least four years as an Associate Professor), and demonstrated teaching ability along with continuous standing relationship with staff and students are strongly required for appointment, after appropriate review period, to the rank of Professor.

Associate Professor

An earned doctorate or other appropriate terminal degree, demonstrated ability to direct research in one's field, a record of continued growth as evidenced by publications or the corresponding creative activities in the fine and performing arts, five or more years of experience in postsecondary education

at the Assistant Professor level, and demonstrated teaching ability are usually required for appointment, after appropriate review period, to the rank of Associate Professor.

Assistant Professor

An earned doctorate or other appropriate terminal degree, evidence of potential ability to direct research in one's field, evidence of potential for continued growth in scholarly contributions as evidenced by publications or the corresponding creative activities in the fine and performing arts, at least five years' experience in postsecondary educational instruction, and demonstrated potential for teaching effectively at the college level are normally required for appointment to the rank of Assistant Professor.

Instructor

An appropriate master's- or higher-level degree, evidence of potential teaching ability, evidence of potential professional developmental ability (applicants with previous publications given precedence), minimum two years' experience in postsecondary education, appropriate recommendations from major professors or department heads of the university of graduation.

PROMOTION PROCEDURES

Promotions following initial appointments will be considered if the faculty member is judged to be performing at the level of the higher rank. Conversely, non-reappointment decisions may be made at the end of any contract period, in accordance with GCU policy.

Promotion decisions are based on assessment of three criteria: excellence in teaching, scholarship, and service. Generally, excellence in teaching is evidenced by a faculty member's command of the subject matter, ability to organize and present teaching material effectively, and utilization of effective teaching methods and strategies. Consideration may be given to the effective mentoring of student academic work outside the classroom. Excellence in research/scholarship is evidenced by documentation of professional growth through original research, study, publication, performance in the fine arts, or other significant professional activities. Excellence in service is evidenced by effective academic advising and effective participation in the affairs of the faculty and university community, particularly through committee activities. Consideration may be given to service in professional communities beyond the University. Tenure and promotion procedures are not necessarily standardized over the several Schools. Other factors affecting personnel decisions include

the economic or budgetary situation of the University. Certain degrees, certifications appropriate to the division and discipline, and other standards, such as publication history, are considered in making tenure and promotion decisions.

Qualification for Promotions

In addition to meeting the above-noted standards, and such standards as the Dean of the respective School sees fit to impose, applicants for promotion must have been employed in their current position for the requisite periods of service at GCU:

For promotion from Instructor to Assistant Professor: minimum of two years' service

For promotion from Assistant Professor to Associate Professor: minimum of four years' service

For promotion from Associate Professor to Professor: minimum of four years' service

Under certain special circumstances, promotions may be given outside of the standard process or after less than the requisite time. Such promotions are generally recommended by the President in recognition of exceptional service and are not considered part of the regular promotions process.

Additional titles beyond the rank of Professor that are used at GCU are *Distinguished Professor* and *Professor Emeritus*. These titles are awarded for exceptional, long-term service by the President and the Board of Trustees, and are not a part of the normal promotions process.

Promotions Process

The promotions process is not automatic. It starts upon the submission of an application for promotion by the faculty member and is generally begun after annual faculty evaluations are completed. The Dean of Academic Affairs will open a promotions file for the faculty member, which contains all relevant materials. The promotion application and completed promotion packet must be received by the Office of Academic Affairs no later than April 15, in order to give enough time to add the promotion application to the agenda of the May Board of Trustees meeting. No application for promotion will be considered unless all required parts of the promotions packet are completed by the requisite parties. The Promotions Committee, based on the information in the promotions packet, and after consultation with the Dean of the respective School and the candidate for promotion, will make a recommendation, either positive or negative, to the President, who will make a recommendation to the Board of Trustees regarding the promotion decision.

Negative Recommendations

The basis on which a negative recommendation was made will be summarized in writing for the candidate. The written summary may include relevant information contained in confidential reports, but must not violate the confidence in which information was given by individual faculty colleagues, students, or outside experts. The written summary should be given to the candidate at approximately the time the party transmits the negative recommendation to the next successive level of review. While some of the above statements are intended to clarify the candidate's access to the bases on which negative tenure and promotion recommendations are made, it is not their purpose to make the process overly burdensome or legalistic nor to create adversarial relationships in which one's best professional judgment, subjective as it may be, or the School's or University's long-range needs is compromised. The evaluation of teaching, advising, scholarship, and service to the University is by its nature subjective, and final judgments must be made holistically. Since the needs of various Schools and of the University itself may differ and may change from time to time, the overall needs of the University as a whole, as determined by the Board of Trustees, will be primary in any decisions regarding promotion or tenure.

Faculty who are denied promotion may appeal the decision to the Board of Trustees after consultation with the Dean of their School, if the Dean considers the faculty member's case worthy of appeal.

TERMINATIONS**Termination of Appointment by the Faculty Member**

A faculty member may terminate his/her appointment effective at the end of an academic year, provided that he/she gives notice in writing to the Dean of Academic Affairs at the earliest possible opportunity, but not later than 30 days after receiving notification of the terms of his/her appointment for the coming year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. The institution may properly deny waiver if it would cause a substantial hardship on its academic program.

Discontinuance of an Academic School or Program and Possible Dismissal of Tenured Faculty

Whatever the source of the original recommendation to discontinue a School, the official process to discontinue must be initiated by the Dean of Academic Affairs, at his or her discretion, after

consultation with the appropriate School Dean(s) and being convinced that there is a prima facie case for discontinuance.

The process should follow these steps:

- a. The Dean of Academic Affairs will consult with the University Faculty Senate about procedures not enumerated here that are deemed appropriate for the particular case.
- b. The Dean of Academic Affairs will announce to the School involved his or her intention to open a discontinuance proceeding. There will follow a period of 60 days (within the academic year) during which the School involved may try to negotiate another remedy.
- c. If such negotiations fail, the merits of, including the good faith of, the recommendation to discontinue will be studied by an External Review Panel (see number 3 below), which will file a report with the Internal Review panel.
- d. The merits of the recommendation will then be studied by an Internal Review Panel (see number 4 below), whose recommendation and supporting case will be forwarded in turn to the President and the Board of Trustees. Each body leading up to the Board of Trustees will make its own recommendation, supplying reasons for it. The faculty and Dean of a School may choose to file separate recommendations.
- e. In the event a School or program is discontinued, a Reassignment Panel (see number 5 below) will recommend either appropriate reassignments or full dismissal of affected tenured faculty to the President, who will forward a final recommendation to the Board of Trustees.
- f. Steps (a) through (d) should be completed within an academic year; step (e) by the end of the following academic year.

The External Review panel will consist of three experts with no connection to the University, one chosen by the Dean of Academic Affairs, one by the School involved, and one by the University Faculty Senate, subject to review and approval by the Academic Program Committee of the Board of Trustees. The panel will visit the campus and remain on campus so long as is necessary to complete a thorough review.

The Internal Review Panel will consist of five faculty members, chosen by the University Faculty Senate from its body according to procedures it deems appropriate for the particular case. Faculty members with a personal interest in the matter should not sit on the Panel.

The Reassignment Panel will consist of the Dean of Academic Affairs, the relevant School Dean(s), and two faculty members appointed by University Faculty Senate.

Termination by the Institution of Continuous Tenure or Termination of an Appointment prior to the End of the Specified Contractual Term

Termination of an appointment with continuous tenure, or of a special, term or probationary appointment before the end of the specified contractual term, may be effected by the institution only for adequate cause. Adequate cause will consist of demonstrated:

- a. financial exigency of the institution;
- b. bona fide discontinuance or substantial modification, by the Trustees (after consulting with the faculty and administration), of an academic program or School of instruction resulting in significantly diminished personnel requirements;
- c. medical evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment.
- d. moral turpitude;
- e. academic incompetence;
- f. continued and continued inadequacy in professional performance of properly assigned duties.

Termination under Adequate Causes (a, b, and c)

Where termination of appointment is based upon financial exigency, or bona fide discontinuance or modification of an academic program or School of instruction resulting in significantly diminished personnel requirements, the dismissal procedure in Item 2 following will not apply. In lieu of the dismissal procedures, the faculty members shall be able to have the issues reviewed by the University Faculty Senate with ultimate review of all controverted issues by the Board of Trustees. In all such cases the faculty member concerned shall be given notice as soon as possible, and never less than twelve months notice, or, in lieu thereof, he/she will be given severance salary for twelve months. The released faculty member's place will not be filled by a replacement within a period of three years, unless the released faculty member has been offered reappointment without loss of

seniority and a reasonable time within which to accept or decline it. Before terminating an appointment because of abandonment or modification of a program or School of instruction resulting in significantly diminished personnel requirements, the institution will make every effort to place affected faculty members in other suitable positions. The University Faculty Senate shall determine the appropriate review process to be utilized and may request information from the faculty member(s) and the administrators involved for purposes of review. The Senate will issue a written determination after review which will be forwarded to the affected faculty member(s), the Dean of Academic Affairs, the President and the Board of Trustees. The Senate may go into executive session during the review process. The Senate shall make every effort to complete the review process in time for controverted issues, if any, to be reviewed by the Board of Trustees during the academic year in which the review was requested.

Termination occurring for medical reasons before the end of the period of appointment will be based upon clear and convincing medical evidence which shall be reviewed by the University Faculty Senate, if requested by the faculty member, before a final decision is made by the Board of Trustees upon recommendation by the President of the University. In no case shall such termination take effect while either the University's short term or total disability insurance coverage applies.

Dismissals and Procedures for Dismissal under Adequate Causes (d, e, and f)

Note: "Dismissal" in this document refers to termination of continuous tenured faculty or termination "before the end of the specified contractual term." "Dismissal procedures" do not apply to termination of probationary appointments at the end of a contractual period which is covered in Probationary Appointments. The term "dismissal" shall refer to a termination under adequate causes as noted above (d, e, and f), and any dismissal shall be effected pursuant to the procedure specified herein. Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in his/her professional capacity as a teacher or researcher. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens. Any dismissal of a faculty member with continuous tenure or with a special, term or probationary appointment before the end of the specified term, will be preceded by

- discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement

- informal inquiry by the duly constituted University Faculty Senate which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President
- a statement of charges framed with reasonable particularity by the President or his delegate.

The informal inquiry by the Senate shall take place before the end of the term of appointment with the intent of effecting adjustment. If no agreement is reached, the Senate will inform the President of its determination regarding whether formal procedures should be undertaken. The informal inquiry shall be undertaken by approximately one-half of the Senate with the rest of the Senate being reserved for the formal proceedings if needed. Thus the formal and informal proceedings will be conducted before different constituencies. A dismissal under adequate cause, as defined above, will be preceded by a statement of reasons, and the individual concerned will have the right to be heard initially by the University Faculty Senate. A member of this Senate will remove himself/herself from the case, either at the request of a party or on his/her own initiative if he/she deems himself/herself disqualified for bias or interest. Each party will have a maximum of two challenges without stated cause.

Service of notice of hearing with specific charges in writing will be made at least 20 days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing but denies the charges against him/her or asserts that the charges do not support a finding of adequate cause, the Senate hearing the case will evaluate all available evidence and rest its recommendation upon the evidence in the record. The Senate hearing the case, in consultation with the President and the faculty member, will exercise its judgment as to whether the hearing should be public or private. In all cases, however, it is the prerogative of the faculty member to have a private hearing upon his/her request. During the proceedings the faculty member will be permitted to have an academic advisor as well as counsel of his/her own choice. At the request of either party or of the Senate hearing the case, and with the approval of the Dean of Academic Affairs, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer. A verbatim record of the hearing or hearings will be taken and a typewritten copy will be made available to the faculty member without cost to him/her, at his/her request.

The Senate hearing the case may admit any evidence which is of probative value in determining the issues involved. The findings of fact and the decision will be based solely on the hearing record.

Public statements and publicity about the case by either the faculty members or administrative officers will be avoided so far as possible until the proceedings have been completed. The Dean of Academic Affairs and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.

If the Senate hearing the case concludes that adequate cause for dismissal has not been established by the evidence in the record, it will so report to the Dean of Academic Affairs. If the DAA rejects the report, he/she will promptly state his/her reasons for doing so in writing, to the Senate and to the faculty member, and provide a reasonable opportunity for response before transmitting the case to the President and Board of Trustees.

If the Senate hearing the case concludes that adequate cause for dismissal has been established, but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons. If dismissal or other penalty is recommended, the President will, on request of the faculty member, transmit the record of the case to the Board of Trustees for review. The Board of Trustees' review will be based on the record of the Senate, and it will provide opportunities for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the Senate will either be sustained, or the proceeding returned to the Senate with specific objections. The Senate will then reconsider, taking into account the stated objections and receiving new evidence if necessary (the record of any new hearing being made available to the faculty member). The Board of Trustees will make a final decision only after study of the Senate's reconsideration.

Interim Suspension

Until the final decision on termination of an appointment has been reached, the faculty member will be suspended, or assigned to other duties in lieu of interim suspension, only if immediate harm to himself/herself or others is threatened by continuance. Before suspending a faculty member, pending an ultimate determination of his/her status through the institution's dismissal procedures, the administration will consult with the University Faculty Senate. Interim suspension is appropriate only pending a hearing; a suspension which is intended to be final is a dismissal and will be dealt with as such. Salary will continue during any period of interim suspension.

Payment of Salary upon Dismissal for Cause

In cases of dismissal for cause, the faculty member may receive his/her salary for the duration of his/her contract period, as provided for the schedule of notice to which he/she is entitled under Probationary Appointments, if he/she has tenure, for at least one year. However, since these dismissals are for cause, the Board of Trustees shall (upon recommendation of the University Faculty Senate and/or the President) review whether this pay schedule is apt or just.

Administrative Personnel

The foregoing regulations apply to administrative personnel who hold academic rank, but only in their capacity as faculty members. Where an administrator alleges that a consideration illative of academic freedom significantly contributed to a decision to terminate his/her appointment to his/her administrative post, or not to reappoint him/her, he/she is entitled to the procedures set forth in item Academic Freedom of Non-Tenured Faculty of this chapter.

COMPENSATION AND BENEFITS

In a tradition of shared governance, members of the Administration, particularly the Vice President, work with the University Faculty Committee to maintain a set of benefits that allows the University to attract and retain faculty in a competitive environment. Changes in the availability of benefits normally concur only after consultation with representatives of University Faculty Committee and agreement from the Vice President.

PAYMENT OF SALARIES

Faculty members are compensated for their contracted workloads to be paid in twelve equal installments. Part-time Faculty members on limited and exclusive appointments may receive their salaries for hours worked and usually scheduled beforehand. Faculty members may choose to have their checks mailed to their home address, campus address, or delivered to their bank via direct deposit, or may pick up their checks from the Office of Business Affairs. Forms are provided for the election of the above alternatives through the Office of Business Affairs. Explanation of deductions may also be obtained from the Office.

UNIVERSITY RETIREMENT PLAN¹

Fund Offerings

Teachers Insurance and Annuity Association - College Retirement Equity Funds (TIAA-CREF) (proposed). TIAA-CREF is the sole record keeper for the University's retirement plan.

Coverage

The Plan is a tax-favored retirement plan that the GCU has established for the benefit of its employees. The Plan allows all employees to make pre-tax contributions out of their pay. In addition, the University makes certain types of employer contributions under the Plan for employees who meet specified eligibility requirements. Employees who participate in the Plan are permitted to elect how these contributions will be invested. The Plan allows you to invest these contributions in one or more funds provided by the fund sponsors available under the Plan. The University Retirement Plan is a

¹ This plan is currently under review. The details herein are presented for informational purposes, and may be altered at any time. Updates to the Faculty Handbook will show such alterations as soon as they are approved.

defined contribution program governed by Sections 403(b) and 403(b)(7) of the Internal Revenue Code.

Enrollment

The Plan permits all employees to make pre-tax contributions out of their pay through salary reduction agreements. Individuals who are independent contractors are not eligible to participate in the Plan as employees. If an individual is classified as an independent contractor by the Administration, such individual will be deemed to be ineligible. The Administration will notify each faculty member as to when he/she is eligible to participate in the Plan. All determinations about applicant's eligibility and participation in the Plan will be made by the University. The University will base its determinations on its records and the official plan document on file in the Office of Business Affairs.

All employees except for student employees are eligible to make pre-tax contributions to the Plan as soon as they begin employment. Pre-tax employee contributions are referred to under the plan as "salary reduction contributions." Student employees are those employees who are regularly enrolled students and whose wages are generally exempt from FICA tax withholding. The year of service requirement will be waived if a new Staff member has been employed at an institution of higher education for the full twelve (12) months immediately preceding his/her date of hire. In the case of a faculty member, the year of service requirement will be waived if they were employed at an institution of higher education for the full academic year immediately preceding his/her employment with the University.

Vesting

All employee and employer contributions are vested immediately.

Distributions

The retirement plan has been established to assist with income security after staff's retirement. Upon retirement faculty members may access their retirement accumulations by establishing an annuity (monthly or periodic payments), partial lump-sum distributions or a total lump-sum distribution. Additional questions on annuity options or lump sum distributions may be directed to TIAA-CREF at 1(800)842-2776. Should an Employee leave University employment, his/her retirement accumulations may be left with TIAA-CREF. The Employee may rollover his/her retirement accumulations to another vendor or withdraws the retirement accumulations. If the

Employee is under age 59 1/2 and elects a cash distribution of his/her retirement account, then he/she will be penalized for an early retirement withdrawal as dictated by federal laws. Accumulations in a TIAA guaranteed fund are subject to withdrawal over a ten (10) year period only, as designated by the annuity contract.

Early Retirement Plan for Tenured Faculty

The University is proposing an Early Retirement Plan for Tenured Faculty as an opportunity for certain eligible faculty to elect to relinquish tenure and retire from employment with the University in exchange for certain benefits from the University. No benefits are available under the plan except as specifically provided by the terms of the plan. The Plan is intended to meet the requirements of Section 4(m) of the Age Discrimination in Employment Act of 1967, as amended. Each tenured full-time faculty member who has or will have attained age 55 as of any Retirement Date and has or will have completed at least (20) Years of consecutive Service with the University as of that Retirement Date shall be permitted to elect to retire under the Plan as of the last day of the Plan Year prior to that Retirement Date. Years of service and age will be calculated based on an August 31st, in the year in which the tenured faculty member retires.

A faculty member making an election agrees to relinquish all of his or her tenure rights and fully retire from employment with the University as of the last day of the Plan Year in which the election is made. Faculty who elect to retire pursuant to the terms of the Plan will be paid a single lump sum based on the Faculty Member's age at his or her Retirement Date, according to the schedule set forth below.

Age at retirement (as of 8/31 of the year of retirement)	Percentage of final salary paid
55 - 58	150%
59 - 62	135%
63	120%
64	110%
65	100%
66 - 69	50%

The payments described above shall be subject to withholding for applicable taxes and payment schedule is subject to change and negotiable until firmly written on individual contract.

Emeritus Status

A faculty or administrative staff member who has served the University with distinction for 20 years or more, and who remains on active status until retirement, will normally be awarded the title of "Emeritus" upon recommendation by the President, by action of the Board of Trustees. The Board may, at its discretion, award emeritus status to particularly deserving retirees who have served less than 20 years.

OTHER BENEFITS**Moving and Relocation Expenses**

GCU will reimburse new tenure track and tenured faculty members, up to a specified amount, for costs incurred in relocating to the Atlanta or other area where the GCU campus or teaching sites are located. Expenses eligible for reimbursement include travel to Atlanta or New York for the new faculty member and their immediate family and, moving and packing of household, office, and laboratory equipment. Expenses incurred in locating a residence are excluded. To obtain reimbursement the new faculty member must submit an itemized request with receipts, to their School Dean. Requests approved by the School Dean will be forwarded to the Vice President and Director of Business Affairs for final approval.

Benefits for Professional Growth

GCU highly values any growth in academic advancement of the faculty of GCU; therefore GCU allocates financial resources on its budget for any academic growth by any faculty members of GCU. If compensation is desired for an approved professional development opportunity (see below), the Vice President, after consulting with the Dean of the relevant School, will submit a letter of recommendation to the Office of Business Affairs. The Office of Business Affairs will submit the request to the President, after whose approval the Office will allocate funds.

- Thesis or Dissertation published by a recognized learned society
- Public presentation of research before a recognized body
- Presentation at an academic seminar
- Participation in a recognized academic seminar
- Research and academic investigation
- Academic publications

Recognizing the needs for up-to-date academic and teaching information, GCU allows the Office of Library to subscribe or purchase academic periodicals to support educational growth of faculty members at GCU. This may include paper-based material or electronic material.

Maternity Leave

Maternity leave for Professors and Associate Professors shall be granted upon or near the birth of the baby and shall last for a period of eight weeks with pay. Leave in case of adoption is limited to one week or as negotiated with the supervising faculty member and/or the Vice President. Should complications develop before the birth and require time off, the university's leave and vacation benefits can be applied in accordance by written approval from the Director of Business Affairs. Under certain circumstances, it may be necessary to take a temporary leave of absence without pay (before or after the maternity leave) to comply the request from the applicant. Specific situations will be reviewed by the President, who will render the final decision. Upon return to work, the employee is guaranteed the same position.

Medical Insurance (Proposed)²

- Administered by Anthem Blue Cross Blue Shield
- Plan Year: January 1st - December 31st
- Primary Plan: Anthem Blue Cross Blue Shield's HMO (Health Maintenance Organization) Healthkeepers Product.
- Alternative Plans: Anthem Blue Cross Blue Shield's PPO (Preferred Provider Organization) KeyCare.
- Employee Only: The University pays 100% of the monthly premium for the primary plan (Anthem Healthkeepers Product 10)

Should faculty elect an alternative plan, the University will pay up to the amount for the coverage that would have been paid had he/she chosen the primary plan. The balance owed by the faculty member, if any, is paid through payroll deduction on a pre-tax basis.

² This proposal is under review, and is not currently in place. Details provided herein are given solely for informational purposes. Updates to the proposal will be published in the Faculty Handbook as soon as they are approved.

Dependent Coverage

Faculty have the option to enroll eligible family members, defined for this benefit's purpose as the faculty member's spouse and dependent children (until the end of the calendar year in which the child turns 23), into his/her health insurance plan. The University pays 50% of the monthly dependent premium for the primary plan and the faculty member must pay the remaining balance. Should a faculty member elect the alternative plan, the University will pay up to the amount for the coverage that would have been paid had he/she chosen the primary plan. Faculty members make up the balance of the premium through payroll deduction.

Cost

Costs for all plans are based on the University's experience and are subject to annual change.

Enrollment

Full-time faculty is eligible for coverage on the 1st of the month following the official employment date. If he/she begins employment on the 1st of the month, then he/she is eligible immediately. It is the responsibility of the Faculty member to complete an enrollment application for one of the University's health insurance plans no later than thirty-one (31) days after his/her employment date. If a faculty member fails to comply with this requirement, his/her medical insurance must be with the primary plan, Healthkeepers 10, and coverage will not become effective until the 1st of the month following receipt of the enrollment application in the Office of Planning/HR.

Waiver of Coverage

Faculty members may choose to waive enrollment in the University's health insurance plans and receive a \$500 taxable cash benefit if they have coverage elsewhere. The Office of Planning/HR must receive the waiver form no later than thirty-one (31) days after his/her employment date. Additional information concerning the waiver is available from the Office of Planning/HR. Please note that health insurance plans may only be changed during Open Enrollment. However, faculty whose eligibility status changes during the year may be eligible to make changes to his/her current plan (e.g.: adding or removing dependents, etc.) within thirty-one (31) days of the status change.

Health Insurance upon Termination

Health insurance coverage, for all full-time faculty, continues until the last day of the month in which the faculty member is employed by the University on a full-time basis. For full-time faculty

leaving at the end of the Spring semester, coverage will end May 31. Faculty who are resigning or who are on term appointments will not be covered beyond this date, even if they have opted to receive monthly paychecks for the twelve-month period. They are given the opportunity to continue their health plan at their own expense (paying the additional portion formerly paid by the University on their behalf plus 2%) under COBRA (Consolidated Omnibus Budget Reconciliation Act). Faculty, who are not continuing with the University and wish to extend their coverage, should contact the Director of Business Affairs.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides eligible faculty and their qualified dependents the opportunity to continue coverage under the University's health and dental insurance plans when a "qualifying event" would normally result in loss of benefits. Some common qualifying events would be termination of employment (except termination for gross misconduct), death of a faculty member, a reduction in faculty member's hours or a leave of absence, a faculty member's divorce/legal separation, and a dependent child who no longer meets eligibility requirements. Faculty who are eligible for continuation of their health care and other plans as stipulated in COBRA will receive written information concerning this benefit from the Department of Human Resources. Under COBRA, faculty and his/her dependent(s) will pay the full cost for coverage at the University's group rate plus an administration fee. The written materials provided would clearly outline how long the faculty member and his/her dependent(s) will be eligible for the COBRA coverage.

Health Insurance Portability and Accountability Act

This Act (HIPAA-1996) requires that a certificate of insurance be given to all terminated faculty who have been provided health insurance through the University's group plans. This certificate provides evidence of coverage so that potentially the terms of pre-existing conditions may be waived with a new health insurance provider. Continuous health insurance coverage with the University will count towards the time period required by the new insurance provider. Your health insurance carrier will mail the certificate to you, or a copy may be obtained from the Office of Planning/HR.

Health Insurance Upon Retirement

If a faculty member elects to retire under the Early Retirement Plan for Tenured Faculty he/she will receive University medical insurance benefits, until age 65, on the same basis as if he/she had

continued service as an active faculty member. Based on the plan chosen, he/she will be billed the employee cost of the medical insurance. The medical insurance benefit will be administered in accordance with applicable medical plan documents. A retired faculty member, under age 65, has the option to continue medical coverage for enrolled eligible dependents: spouse (until he/she becomes eligible for Medicare) and children (until the end of the calendar year in which the child turns 23) in a University health insurance plan as long as they were enrolled at the time the faculty member retired. Should the faculty member predecease his/her dependent(s) while on the active health insurance plan, the eligible spouse and children will be offered COBRA for up to thirty-six (36) months. When a faculty member who has elected to retire early under this plan reaches age 65, he/she will cease participation in the medical plan for active faculty members. The retired faculty member will be billed for his/her share of the monthly premium to provide the above-mentioned coverage. Cost information is available from the Office of Planning/HR.

FACULTY DEVELOPMENT

Faculty members are expected to continue their intellectual development on-going study and sabbatical leave. Ongoing growth and competence are among the issues discussed in faculty evaluations. GCU strongly recommends that 20% of a faculty member's workload and time be allocated and devoted to professional development. In addition, faculty members are encouraged to regularly attend professional society meetings, and expenses related to such attendance will be reimbursed whenever possible.

Full-time full professors (i.e above the rank of Associate Professor) are entitled to the following compensations regarding professional development:

Sabbatical leave

One semester of sabbatical leave may be granted every three years to eligible applicants. Applications for sabbaticals must be approved by the Dean of the respective School, the Dean of Academic Affairs, and the President. Sabbatical leave application forms are available in the Office of Academic Affairs. Applicants for sabbaticals must present their reasons for desiring a sabbatical, outline their plans for research or other professional development work to occur during the term of leave, and agree to present results of this work to the Dean of their School and other GCU administration and faculty, as appropriate, upon their return.

Summer vacation

One month of paid vacation time per summer (as defined by the current year's academic calendar) may be granted. This vacation time is not considered by the institution as a time for professional development. Consequently, expenses related to professional development work conducted during a granted vacation period may or may not be allowed (see "Reimbursement for Expenses," below). Applicants for vacation time must obtain the approval of the Dean of Academic Affairs and the President. Vacation application forms are available in the Office of Academic Affairs.

Reimbursement for expenses

Certain professional development-related expenses may be reimbursed by the University. These include the cost of attending meetings of professional and scholarly societies, and the cost of research for and/or publication of an academic article or paper in a recognized scholarly journal. Applicants must submit a request form for such reimbursement from the Office of Business Affairs *prior to* the incurring of such expenses to be eligible for reimbursement. Faculty should check with their School Dean before applying for reimbursement, and all reimbursement requests are subject to approval by the School and by GCU administration.

GRIEVANCE PROCEDURES

These procedures are used for all grievances by members of the faculty, except those concerning dismissal proceedings. Grievance procedures are intended to provide fairness, foster communication and solve perceived problems within the University community. They permit differences of opinion to be addressed with respect and civility, while recognizing that reasonable people may not agree on the proper course of action. To the extent permitted by University policy and applicable law, all documents and other information provided to the committee, and all deliberations of the committee, will remain confidential. Upon the filing of a grievance by a faculty member, a Grievance Committee will be convened by the Dean of Academic Affairs, with members drawn from the Faculty and Administration. The Grievance Committee's role is advisory only, and the final authority for action resides with the President and the Board of Trustees.

Grievances Related to Reappointment, Tenure, and Promotion Decisions

Faculty who are not recommended for reappointment, tenure, or promotion may petition the Grievance Committee for review of the process involved in such a recommendation. A faculty member who wishes to challenge an adverse recommendation of reappointment, tenure or promotion by the School, tenure committee, or Dean of Academic Affairs must submit a written petition to the chair of the Grievance Committee and the Vice President within fourteen (14) calendar days of receipt of the first formal written notice of that recommendation. The grievance petition must state in detail the factual basis for the claim that proper procedures or policies have not been followed. The chair of the Grievance Committee shall give notice of the petition and its contents to the individual or committee who made the adverse recommendation. The Grievance Committee shall limit its consideration to whether the process substantially complied with established University procedure and the University's written faculty employment policies, such as equal employment opportunity policies, as defined in the Faculty Handbook. It will not substitute its judgment on the substance of the recommendation for that made at any of the various levels of review. In grievances alleging illegal discrimination, the committee's responsibility will be to consider whether adequate non-discriminatory professional criteria were used in reaching the contested recommendation or action.

Note: Where the Grievance Committee determines that a conflict of interest exists for a member of the committee, that person will withdraw from the case. If practical, a replacement will be selected by the Faculty Senate in consultation with the Dean of Academic Affairs.

The Grievance Committee will confer with the appropriate committees and individuals, review relevant information, and complete its review within thirty (30) calendar days of the date of receipt of the grievance petition unless unusual circumstances dictate otherwise. In the course of its deliberations, the Grievance Committee will confer with the Vice President and with other relevant individuals or committees as appropriate. While the grievance is under consideration, the reappointment, tenure or promotion decision-making process normally will be suspended until the Grievance Committee makes its recommendation. If the Grievance Committee concludes there has been substantial compliance with the University policies and procedures, the chair of the committee will so notify the faculty member who filed the petition and other appropriate parties as specified above. No further review of the petition will be made by the Grievance Committee, but the petition and the committee's written conclusions will be included in the reappointment, tenure or promotion file prior to any subsequent levels of review for consideration by further reviewers.

If the Grievance Committee concludes the process did not substantially comply with established University procedures or policies, it will notify in writing the faculty member who filed the petition, the individual or committee whose recommendation was challenged, and the Dean of Academic Affairs. The appropriate individual or committee shall reconsider the challenged recommendation and notify the faculty member, the Dean of Academic Affairs, and the next level of review in writing within fourteen (14) days of receipt of the Grievance Committee's written conclusions. The file for any subsequent levels of review will include the petition, the conclusion reached by the Grievance Committee, and the response following reconsideration. Under normal circumstances a second grievance may not be filed regarding the same tenure or promotion case. Exceptions will be determined by the Grievance Committee.

The grievance procedure should be completed within the regular reappointment and tenure review calendar, and normally no later than the conclusion of the academic year in which the petition was submitted. For purposes of this policy and terminal year notification only, the conclusion of the academic year will be May 31st.

Other Grievances

Faculty may submit grievances on matters other than dismissal, reappointment, tenure, or promotion. A faculty member with such a grievance must submit a written petition to the chair of the Grievance Committee and the Vice President within fourteen (14) calendar days of learning of the event at issue in the grievance. The petition must state in detail the nature of the grievance, the person(s) against

whom the grievance is directed, the factual or other information pertinent to the grievance, and the relief requested. The chair of the Grievance Committee shall give notice of the petition and its contents to the individual and/or committee against whom the grievance is directed. The Grievance Committee will review the petition and decide whether or not it merits a detailed investigation. Submission of a petition will not automatically initiate investigation or detailed consideration.

The Grievance Committee will be concerned with the fairness of the procedures which were used in the matter causing the grievance. It will not, normally, attempt to adjudicate the differences of opinion involved in the substance of the matter of the decision. The committee may pursue a resolution of the grievance satisfactory to both parties. If in the opinion of the Grievance Committee a mutually agreeable resolution is not possible, or is not appropriate, the committee will report its recommendations to all parties directly involved, the Vice President, and the President. In cases where the grievance is directed to actions of the President, the full report shall also be forwarded to the Chair of the Board of Trustees.

GEORGIA CENTRAL UNIVERSITY STATEMENT OF ETHICAL VALUES AND STANDARDS

All GCU personnel shall be required to read and sign this document as part of the hiring/appointment process:

All trustees, faculty members, administrators, and staff of Georgia Central University have the right, privilege, duties, and responsibility to:

- Seek to maintain an appropriate balance between training for effective vocational ministries and academics as members of an educational institution which glorifies God.
- Seek an understanding and articulation of how the Word of God directs the search for truth; pursue excellence in the performance of their work; and show concern for those under their care and instruction.
- We promote consciousness of social responsibility and dedication to the advancement of the general welfare of the people of God’s community.
- Serve the educational needs of people diverse in race and other socioeconomic attributes.
- Be passionately committed to the mission, vision, and elements of Georgia Central University.
- Integrate a biblical worldview into all aspects of their professional lives.
- Demonstrate Christian living and obedience in personal growth, in the interactions of University life, and in dedication to Christian calling and service.
- Comply with policies and procedures established by the University.

I, the undersigned, have read, understand, and respect the Statement of Ethical Values and Standards of Georgia Central University.

Date: _____

Name: _____

Position at GCU: _____

Signature: _____

CODE OF CONDUCT

INTRODUCTION

The mission of GCU is to prepare students academically and professionally and to promote consciousness of social responsibility and dedication to the advancement of the general welfare of the people of Georgia, the United States of America, and the world. GCU is committed to meeting the educational needs of a student body that is diverse in race and other socioeconomic attributes. Members of the University community are encouraged to develop the capacity for critical judgment and maintained personal independence in their search for truth and are required to engage in responsible social conduct that reflects credit on the Georgia Central University community and to model good citizenship in every community of which they are a part.

Freedom to teach and learn is an essential aspect of the academic progress. Freedom to learn depends upon appropriate opportunities and conditions in the classroom, on campus, and in the greater academic community. The University has developed procedures and policies to safeguard this freedom and to maintain an environment conducive to the learning process.

The purpose of publishing disciplinary regulations is to give notice of prohibited behavior. Any behavior that threatens the academic environment, threatens the learning process, hinders Christian beliefs, and the University community. Therefore, the University exercises its right to discipline and commits its policies and procedures, in the form of the University Code of Conduct, to the protection and promotion of the academic enterprise. Students who have been found responsible for violating this Code, or who otherwise pose a substantial danger to the University community, may be suspended or expelled. Although this Code is not written with the specificity of a criminal statute, it is binding upon the University community.

Terms Used in the Code of Conduct

- “Institution” or “university”: Georgia Central University and all its undergraduate and graduate schools, departments, and programs.
- “University-sponsored activity”: Any activity on or off University premises that is initiated, aided, authorized, or supervised by the University or recognized student organizations.

- “Complainant”: A person who makes a complaint or reports a violation of the University Code of Conduct or other University regulations and policies.
- “Distribution”: Any form of sale, exchange, or transfer.
- “Group”: A number of persons who are associated with each other, but who have not complied with University requirements for recognition as an organization.
- “Organization”: A number of persons who have complied with University requirements for recognition.
- “Intentional”: Deliberate.
- “Reckless”: Careless or heedless of the potentially harmful consequences of one’s behavior, where risk of harm to persons, property or normal University operations can be reasonably foreseen.
- “Respondent”: A person who has been accused of violating the University Code of Conduct.
- “Student”: Any currently enrolled person for whom the institution maintains educational records, as defined by the University and related regulations. It further includes persons who are eligible to receive any of the rights and privileges afforded a person who is enrolled at the University including, but not limited to, those individuals admitted to the University and attending orientation programs.
- “Faculty”: Any person hired by the University and any or all affiliated campuses to conduct classroom activities.
- “Member”: Any member of the GCU community; including faculty, staff, administration, and students. “Applicable member” means any member to whom a certain policy applies.
- “Weapon”: Any object or substance designed to inflict wound, cause injury, or incapacitate, including, but not limited to, all firearms, explosives, pellet guns, slingshots, martial arts devices, brass knuckles, switchblades, bowie knives, daggers, or similar knives, and chemicals such as mace or tear gas. An instrument designed to look like a firearm, explosive, or weapon, even if harmless, which could be used to assault or threaten another person is expressly included within the meaning of “weapon.”
- “University official”: A person employed by the University in an administrative, supervisory, academic or research, or support staff position; a person or company with whom the University has contracted; a person serving on the Board of Directors; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing given tasks at the University.

- “University premises”: All land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University including adjacent streets and sidewalks.
- The terms “shall” and “will” are used in the imperative sense.
- The term “may” is used in the permissive sense.
- The term “policy” is defined as any written rule or regulation of the University.

UNIVERSITY AUTHORITY

Dean Of Student Affairs

The Dean of Student Affairs or his/her designee is the student conduct administrator who directs the efforts of students and staff members in matters involving student discipline. The responsibilities of the Dean of Student Affairs as a student conduct administrator include:

- Determining the disciplinary charges to be filed pursuant to this Code of Conduct.
- Interviewing, advising, and assisting parties involved in disciplinary proceedings and arranging for a balanced presentation before disciplinary conferences or the Faculty Committee on Academic Standing.
- Maintaining all student disciplinary records.
- Developing procedures for conflict resolution.
- Resolving cases of student misconduct, as specified in this Code.

Staff Conduct Administrator

The Director of Planning/HR or his/her designee is the staff conduct administrator who directs the efforts of students and staff members in matters involving staff discipline. The responsibilities of the Director of Human Resources as a staff conduct administrator include:

- Determining the disciplinary charges to be filed pursuant to this Code and/or other University employee policies or regulations.
- Interviewing, advising, and assisting parties involved in disciplinary proceedings and arranging for a balanced presentation before disciplinary conferences or hearing officers.
- Maintaining all employee disciplinary records.
- Developing procedures for conflict resolution.

- Resolving cases of employee misconduct, as specified by University policies governing employees.

CONFLICTS OF INTEREST

All members of the University Community owe a duty of undivided and unqualified loyalty to the organization and may not use their positions to profit personally or to assist others in profiting in any way at the expense of the organization. All members of the University community are expected to regulate their activities so as to avoid actual impropriety and/or the appearance of impropriety which might arise from the influence of those activities on business decisions of the University, or from disclosure or private use of business affairs or plans of the University. If any person is in doubt about whether a situation constitutes a conflict of interest, the matter should be fully disclosed to that person's supervisor or the Provost so that a determination can be made. Violation of this policy will result in appropriate disciplinary action up to and including termination of employment, cessation of business with a vendor, and other appropriate remedies.

OUTSIDE FINANCIAL INTERESTS

While not all inclusive, the following will serve as a guide to the types of activities by an applicable member, or immediate family member (spouse, parents, children, siblings) of such person, which might cause conflicts of interest:

- Financial and ownership interests in or employment by any outside concern which does business with the University. "Ownership interests" include interests in a partnership in which the applicable member has more than a 5% ownership interest (including spouse and children) in a partnership. For purposes of this policy, an applicable member is not deemed to hold any ownership interest in a publicly-held corporation if his/her only interest in that corporation is an equity (stock) ownership of 5% or less (including spouse and children) of any class of that corporation's securities. The University may, following a review of the relevant facts, permit ownership interests which exceed these amounts if management concludes such ownership interests will not adversely impact the University's business interest or the judgment of the applicable member.
- Conduct of any business not on behalf of the University, with any vendor, supplier, contractor, or agency, or any of their officers or agents.
- Representation of the University by an applicable member in any transaction in which he/she or an immediate family member has a substantial personal interest.

- Disclosure or use of confidential, special or inside information of or about the University, particularly for the personal profit or advantage of the applicable member or an immediate family member.
- Competition with the University by an Applicable Member, directly or indirectly, in the purchase, sale or ownership of property or property rights or interests, or business investment opportunities.
- Disclosure of any personal activity or business opportunity which is within the scope of the activities of the University and exploitation of such opportunity, except upon written approval of the President.
- Participation in a transaction with the University for personal profit except upon the written approval of the President, which approval should be disclosed in the Conflict of Interest Statement.

SERVICE TO COMPETITORS/VENDORS

No Applicable Member shall perform work or render services for any competitor of the University or for any organization with which the University does business or which seeks to do business with the University outside of the normal course of his/her employment with the University without the approval of the President or the Applicable Member's supervisor, nor shall any such Applicable Member be a trustee, officer, or consultant of such an organization, nor permit his/her name to be used in any fashion that would tend to indicate a business connection with such organization.

STUDENT AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

STUDENT RIGHTS AND RESPONSIBILITIES

Students enrolled or applying for Georgia Central University are not only members of the academic community but are also members of the larger society bearing the thoughts that GCU is established based on educational philosophy of teaching minority communities in the United States. Students, therefore, retain the rights, guarantees and protections afforded to and the responsibilities held by all citizens in regards to Christian beliefs. A student is not immune to prosecution by local, state, or federal law enforcement agencies irrespective of whether the University initiates judicial proceedings in a given situation. As members of the University community, students have a responsibility to know and follow the University regulations. Violations of these regulations will result in action by the Office of Student Affairs and the Faculty Committee on Academic Standing.

Not every situation a student may encounter can be anticipated in a written document or stated in this Code of Conduct or University regulations. Therefore, students are expected to act in a manner that demonstrates integrity, honesty, and respect for others and the campus environment.

Protection of Freedom of Expression

Students have the right to freedom of expression; however, that right must be exercised with reason and discretion. Although students may take exception to the information or views presented in any class, they are responsible for learning the content of any course for which they are enrolled.

Protections Against Improper Academic Evaluation

Students have the right to protection against prejudiced or capricious academic evaluation. However, students are responsible for maintaining the standards of academic performance established for each course for which they are enrolled. Students who believe they have been improperly evaluated should express their concern to the instructor. If the student is not satisfied after speaking with the instructor, then he or she should submit an Academic Record Correction Request Form to the Office of Academic Affairs to begin a formal process of procedures, so that University officials may hear from the instructor in regards to the evaluation and the records of the student.

Protection against Disclosure

Information about student beliefs, views, and political associations which faculty, staff, and administrators learn in the course of their work will not be used to prejudice others against the student. Discretion will be exercised in circumstances where disclosure is necessary for the greater welfare of the student or the University community.

EMPLOYEE RIGHTS AND RESPONSIBILITIES**Access to Higher Education**

Within the limits of its facilities, the institution and its courses, programs and activities shall be open to all applicants who are qualified, according to its admission requirements. The institution shall make clear to the students the standards of its programs. Admission to the University shall be in compliance with federal and state laws and regulations that prohibit illegal discrimination.

Classroom Expression

Discussion and expression of all views relevant to the subject matter are permitted in the classroom, subject only to the responsibility of the instructor to maintain order and reasonable academic progress. Faculty comportment shall be in accordance with standards set forth by the American Association of University Professors. Students shall not be penalized for expressing controversial views relevant to the subject matter in class. Evaluation of a student's academic performance shall be neither prejudiced nor capricious.

Personal Expression

Discussion and expression of all views is permitted within the institution subject only to requirements for the maintenance of order. Support of any cause, by *orderly* means which do not disrupt the operation of the institution, is permitted. Groups and campus organizations may invite any persons of their choosing to speak on campus, subject only to the requirements of the use of institutional facilities and regulations of the university. Any style of student dress and grooming is generally permitted, subject to legal prohibitions and GCU Administration decisions of appropriateness. Orderly picketing and other forms of peaceful protest are permitted on institutional premises. Interference with entrances to institutional facilities, intentional interruption of classes or damage to property exceeds permissible limits.

Privacy

Information about student views, beliefs and political associations acquired by faculty and staff in the course of their work as instructors, advisers and counselors is confidential and is not to be disclosed to others unless under legal compulsion or with permission of the student. The privacy and confidentiality of all student records shall be preserved. Official student academic records, supporting documents and other student files shall be maintained only by members of the institution's staff employed for that purpose and by students employed by them who may have access to such records as part of their employment duties. Separate files shall be maintained for the following: academic records, supporting documents and general educational records, records of disciplinary proceedings, medical and psychiatric records, and financial aid records. No entry may be made on a student's academic record and no document may be placed in the student's file without actual notice to the student. No record may be made in relation to any of the following matters except upon the express written request of the student: religion, political or social views, and membership in any organization other than honorary and professional organizations directly related to the educational process. Agencies of the university which keep student records must make students aware of how and to whom those records may be divulged. No information in any student file may be released to anyone except with prior written consent of the student concerned or as stated below:

- Administrators may have access to student records for internal educational and administrative purposes.
- Members of the faculty may have access to academic records for internal educational and administrative purposes.
- Non-academic records shall be routinely available only to administrators and staff charged with their maintenance. Faculty and staff may have access to all records for statistical purposes.
- Unless under legal compulsion, all other information regarding students' records shall be denied to any person making an inquiry .

PROSCRIBED CONDUCT

The Georgia Central University Code of Conduct applies to conduct that occurs on University premises, at University sponsored activities, and to off-campus conduct that adversely affects the University Community and/or the pursuit of its objectives. Each member of the community shall be responsible for his/her conduct from the time of application for admission or employment through

the actual awarding of a degree or termination of employment, even though conduct may occur before classes (or employment) begins or after classes (or employment) end, as well as during the academic year and during periods between terms of actual enrollment (or while on leave or vacation) even if his/her conduct is not discovered until after a degree is awarded or employment terminated. The University Code of Conduct shall apply to a student's conduct even if the student withdraws from school while a disciplinary matter is pending. For student behavior, the Director of Student Affairs or designee shall decide whether or not the University Code of Conduct shall be applied to conduct occurring off campus on a case by case basis.

The actions described below are prohibited and constitute a violation of the University Code of Conduct. The Director of Student Affairs oversees all cases involving alleged violations of Conduct. To determine whether an organization is responsible for a violation of the code of conduct, all circumstances will be considered, including, but not limited to:

- whether the misconduct was committed by one or more members of the organization;
- whether officers of the organization had prior knowledge of the misconduct;
- whether organization funds were inappropriately reimbursed;
- whether the misconduct occurred as a result of an organization-sponsored function; and
- whether members of the organization intentionally lied about the incident.

Academic Dishonesty

Academic Dishonesty refers to a student or faculty member knowingly performing, attempted to perform, or assisting another in performing any of the acts described herein.

Georgia Central University honors all intellectual properties including all copyrights, patents, trademarks, trade secrets and computer software, applies to students as well as to faculty and staff. All infringements of student, faculty and staff on intellectual properties are subject to punishment by law and by Georgia Central University Policy. All Georgia Central University students are required to respect intellectual rights of fellow students and faculty members. Any activities such as copying or borrowing works are strictly prohibited. Any course material, printed information, documents, any visual material, recorded course works, and academic development are strictly protected by Georgia Central University. The University strongly believes that education and campus life necessarily involves ongoing, critical, ever-challenging, and constructive communication among students, faculty, and administration, not excluding academy and church, and the sources of knowledge which are used to inform it. When sources of information are not acknowledged or shared, the communication loses its power and authority, students lose their voice, and the sources lose their

integrity. Therefore, at GCU, plagiarism is considered a serious threat to good learning and academic standards because it threatens the communication necessary for better educational conditions at GCU. Following is a list of academic dishonesty points which the University strongly opposes and prohibits; the student violator of these items shall be permanently expelled from the University without any possibility of re-entry. A faculty violator of these policies shall face judiciary actions which may result in termination of the faculty member's employment agreement with the University. Actions considered to be acts of Academic Dishonesty include, but are not limited to:

Plagiarism: A student or faculty plagiarizes if student or faculty uses the ideas, words or work of another person as their own ideas, words or work. Plagiarism is to be distinguished from inadequate and/or inappropriate attempts to acknowledge the words, works or ideas of someone else. Plagiarism includes, but is not limited to:

- Copying unacknowledged passages from textbooks
- Reusing in whole or in part the work of another student or persons modified or otherwise
- Obtaining materials from the Web and submitting them, modified or otherwise, as one's own work

Cheating: Any constituent of the University is considered cheating if the constituent does not abide by the conditions set for a particular learning experience, items of assessment and/or examination. Cheating includes, but is not limited to:

- Falsifying data obtained from surveys or similar activities;
- Copying the answers of another student in an examination or allowing another students to copy answers in an examination
- Taking unauthorized materials into an examination
- Sitting an examination for another student or having another person sit an examination on behalf of oneself
- Removing an examination question paper from an examination room where this is contrary to instructions
- Improperly obtaining and using information about an examination before an examination
- Making changes to an assignment that has been marked then returning it for re-marking claiming that it was not correctly marked

Collusion: A student colludes when student works without the permission of the instructor with another person or persons to produce work which is then presented as work completed independently by the student. Collusion includes, but is not limited to:

- Writing the whole or part of an assignment with another person
- Using the notes of another person to prepare an assignment
- Using the resource materials of another person that have been annotated or parts of the text highlighted or underlined by another person
- Allowing another student, who has to submit an assignment on the same topic, access to one's own assignment under conditions which would give that other student an advantage in submitting his or her assignment

Other acts of academic dishonesty: A student commits an act of academic dishonesty when that student inhibits or prevents other people's legitimate learning or teaching. Such actions include but are not limited to:

- Any infringement of the library rules, including specifically
 - withholding books from the library in such a way as prevents other students having access to the books at the time they may need them
 - defacing books from the library
 - stealing books from the library
- Any disruption of classes
- Any other conduct which unreasonably impairs the rights of other persons to pursue their work, studies or research

Other Acts of Dishonesty (nonacademic)

- Intentionally furnishing false information to the University and its officials; or misusing affiliation with the University to gain access to outside agency services; or using false information or University resources to compromise the name of the University. Forgery, unauthorized alteration, or unauthorized use of any University document or electronic transmission, or instrument of identification, or academic and non-academic records, signatures, seals, or stamps thereof.
- Forgery, alteration, or misuse of any University document, record, or instrument of identification.

- Causing, condoning, or encouraging the completion of any University record, document, or form dishonestly.
- Offering or causing to be offered any bribe or favor to a University official in order to influence a decision.
- Tampering with the election of any University recognized student government association at GCU.
- Casting or attempting to cast more than one ballot in any election or referendum on campus.

Disorderly Conduct

- Disruption or obstruction of teaching, research, administration or other University activities.
- Engaging in conduct that causes or provokes a disturbance that disrupts the academic pursuits, or infringes upon the rights, privacy, or privileges of another person.
- Physical abuse, verbal abuse, threats, intimidation, harassment, coercion, and/or other conduct that threatens or endangers the health or safety of another person.
- Violation of University policy and procedures regarding sexual harassment, other forms of harassment, and non-discrimination policies. For information regarding these policies and procedures see the University Catalog or Student Handbook, under “Policies and Procedures Regarding Sexual Harassment.” Sexual harassment includes, but is not limited to, the following:
 - Making unwanted verbal or physical advances or sexually explicit derogatory statements toward individuals, which cause them discomfort or humiliation or which interferes with their educational or employment opportunity.
 - Demanding sexual favors accompanied by implied or overt threats concerning one’s job, or performance evaluation (grades).
 - *Quid pro quo* – Demanding sexual favors in exchange for a job or performance evaluation (grades) by a person in a position of authority over another.
- Physical assault.
- Violation of published University policies, rules, or regulations.
- Failure to comply with directions of University officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.
- Participating or assembling any demonstrations exceeding the bounds of free assembly and demonstrations engaging in unlawful acts that cause or imminently threaten injury to person

or property, infringes on the rights of other members of the University community leading to or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

- Circulating any advertising media without approval from proper University officials or in a manner that violates or is contrary to policies of the Department of Planning, Department of Promotion, Office of Student Affairs, the University, and state or local law.

In recognition and support of the First Amendment of the United States Constitution, freedom of expression and academic freedom shall be considered in investigating and reviewing these types of alleged conduct violations.

Alcohol and Other Drug Related Misconduct

Georgia law prohibits possession or consumption of alcoholic beverages by those under the legal drinking age (21 years old) and prohibits making alcoholic beverages available to persons under the legal drinking age. Georgia Central University expects those who choose to legally partake of alcohol do so responsibly. All students and members of the University under the age of 21 are prohibited from possession and consumption of alcohol. All students are prohibited from the use and possession of illegal drugs except as permitted by law. Any use, possession, distribution, or sale of alcoholic beverages or narcotic or other controlled substances within the University premises is strictly prohibited.

Theft, Damage and Disregard for Property

- No University member shall take, attempt to take, or keep in his/her possession items of University property; items or services rented, leased or placed on the campus at the request of the institution; items belonging to students, faculty, staff, guests of the University or student organizations; or items belonging to individuals or businesses off campus without proper authorization.
- Malicious or unwarranted damage or destruction of items of University property; items rented, leased, or placed on the campus at the request of the institution; items belonging to students, faculty, staff, guests of the University or student organizations; or items belonging to individuals or businesses off campus is prohibited.
- Selling or attempting to sell a textbook unless the seller is the owner of the textbook or has the permission of the owner to do so.
- Taking, attempting to take, or keeping items belonging to the library or items placed in the library for display, is prohibited.

Weapons

Possessing firearms, explosives, other weapons, or dangerous chemicals on University property is not permitted at any time.

Georgia Central University takes student, faculty and staff safety very seriously. There will be no drugs, alcohol, weapons, sexual activities, violent activities and/or any illegal activities allowed on campus. There will be no exceptions, apart from possession of legitimate prescription medicines. Illegitimate possession of harmful material on campus shall result in termination of student status (i.e expulsion) without any hesitation, and GCU shall formally seek legal actions against the violator, up to and including reporting the violator to federal authorities.

Unauthorized Entry/Use of University Property/Facilities/Keys

The following actions are prohibited:

- Unauthorized entry or attempted entry into any building, office, or other University facility.
- Making or attempting to make unauthorized use of University facilities.
- Unauthorized possession, use, or duplication of University keys or other methods of controlled access (i.e. cards, codes).

Please consult the section of this Handbook entitled “Faculty Use of GCU Facilities and Equipment” for further details.

Student Housing

While GCU does not currently offer student housing, policies regarding use of University facilities will apply to any housing or dormitories the University may open in the future. In addition, unauthorized entry, attempted entry, or remaining in restricted areas, including roofs, of any University-owned student residence, is/will be prohibited.

Gambling

Conducting, organizing, or participating in any activity involving games of chance or gambling, except as permitted by law and University policy, is prohibited.

Hazing

The University does not condone hazing in any form. Hazing is defined as any intentional, negligent or reckless action, activity or situation that causes another pain, embarrassment, ridicule or harassment, regardless of the individual's willingness to participate. Such actions and situations include, but are not limited to, the following:

- Forcing or requiring the drinking of alcohol or any other substance
- Forcing or requiring the consumption of food or any other substance
- Calisthenics (push-ups, sit-ups, jogging, runs, etc)
- Line-ups
- Theft of any property
- Causing fewer than six (6) continuous hours of sleep per night
- Conducting activities that do not allow adequate time for study
- Forcing or requiring nudity at any time
- Performing acts of personal servitude for members
- Forcing or requiring the violation of University policies, federal, state or local law

Shared Responsibility for Violations

University community members will hold shared responsibility for these actions:

- Acting in concert to violate University conduct regulations
- Knowingly condoning, encouraging, or requiring behavior that violates University conduct regulations
- Allowing, condoning, permitting or providing opportunity for a guest to violate University conduct regulations

Non-Compliance with Official Direction

Failure to comply with reasonable direction of University officials acting in performance of their duties is considered a violation of the Code of Conduct.

Animals

There are to be no animals on the GCU campus, with the express exception of guide or support animals and animals that may be used for approved laboratory purposes. Bringing any unapproved

animal (including, but not limited to, cats, dogs, and snakes) into any University building, is prohibited. Approval for guide and support animals must be obtained through the Office of Academic Affairs prior to bringing the animal to the GCU campus.

Underage Visitors on University Premises

Unless approval has been granted in advance, under no circumstances shall members of the University community bring (or allow to be brought) underage children onto University premises, (not including non-University related worship services). Georgia Central University will not be liable or responsible for any injury to such children that occurs on University premises.

Political Activities

Unauthorized use of University facilities or equipment for political activities is prohibited.

Local, State, Federal Laws and Ordinances

Violation of a local, state, or federal law or ordinance violates this Code and is subject to proceedings against the accused, as set forth in this Code of Conduct. Ordinarily the University will not impose sanctions if public prosecution is anticipated or until law enforcement officials have disposed of the case, however, at any time before, during, or after such external legal proceedings, additional disciplinary actions may be taken by the University, as set forth in this Code of Conduct.

No rules or prohibitions set forth in this Code of Conduct shall be held to override any local, state, or federal law.

Gifts and Gratuities

It is the University's desire to at all times preserve and protect its reputation and to avoid the appearance of impropriety through implementation of the following standards:

Gifts from Students

Members of the University Community are prohibited from soliciting tips, personal gratuities, or gifts from students and from accepting monetary tips or gratuities. If a student or another individual wishes to present a monetary gift, he/she should be referred to the Office of Business Affairs.

Gifts Influencing Decision-Making

Members of the University Community shall not accept gifts, favors, services, entertainment, or other things of value to the extent that decision-making or actions affecting the University might be

influenced. Similarly, the offer or giving of money, services or other things of value with the expectation of influencing the judgment or decision-making process of any purchaser, supplier, customer, government official or other person by the University is absolutely prohibited. Any such conduct must be reported immediately to the President or other member of senior administration. It is the University's position to not retain any gifts or gratuities from vendors or any affiliates who may profit from University decisions.

Personal Use of University Assets

No member of the University community shall convert assets of the University to personal use. All University property shall be used and business shall be conducted in a manner designed to further the University's interest rather than the personal interest of individual members of the University community. Members of the University Community are prohibited from the unauthorized use or taking of the University's equipment, supplies, materials, or services. Prior to engaging in any activity during working hours which would result in remuneration to members of the University community or the use of the University's equipment, supplies, materials, or services for personal or non-work related purposes, members of the University community shall obtain the approval of the appropriate Office of the University.

SANCTIONS

The purpose of sanctions is to provide, insofar as possible, fair and equal proceedings for students or faculty members found responsible for violations of the Code of Conduct or other relevant University policy. The followings are sanctions which may be applied at the discretion of GCU administration:

Warning

Notice to the offender, orally or in writing, that continuation or repetition of prohibited conduct may be cause for further disciplinary action.

Censure

A written reprimand for violation of specified regulations, including a warning that continuation or repetition of prohibited conduct may result in further disciplinary action within a specified period stated in the letter of reprimand. A copy of the Censure shall be kept in the student's or faculty member's file in the Department of Academic Affairs.

Disciplinary Probation (students)

May include exclusion from participation in privileged or curricular activities for a specified period; additional restrictions or conditions may be imposed. Violations of disciplinary probation terms, or any other Code violation during the probation period, will normally result in suspension or expulsion from the University. A copy of the Censure shall be kept in the student's file in the Department of Academic Affairs, and additional copy shall be electronically stored in student's database for further reference.

Residence Probation (students)

May include exclusion from participation in privileged residence facilities for a specified period. A copy of the residence probation letter will be retained in the student's file in the Department of Academic Affairs.

Restitution

Repayment to the University or affected parties for damages resulting from a violation of this Code.

Suspension (students)

Exclusion from classes and other privileges or activities as set forth in a written notice for a definite period of time not to exceed one year.

Residence Suspension/Permanent Removal (students)

Exclusion from GCU facilities for a specified period, or permanently.

Expulsion (students)

Termination of Student status and permanent exclusion from University privileges and activities. A copy of the expulsion notice and the decision proceedings minutes will be retained in the student's file in the Department of Academic Affairs.

Denial of Employment

Suspension or exclusion from current or future university employment. A copy of the Denial notice and the decision proceedings minutes will be retained in the faculty file in the Office of Academic Affairs, and additional copy shall be stored in the faculty file in the Human Resources Department for further reference.

Other sanctions may be imposed as deemed appropriate.

DISCIPLINARY CONFERENCE PROCEDURE

Students or faculty accused of offenses that may result in penalties less than expulsion, suspension, or termination of employment from the University are subject to a disciplinary conference in the Office of Student Affairs or the Office of Academic Affairs. A disciplinary conference is an informal process designed to gather and consider relevant information regarding alleged violations of the Code and to determine a sanction, if applicable.

Students accused of offenses that may result in suspension or expulsion from the University will be referred for a formal hearing to the Faculty Committee on Academic Standing or an appropriate administrative hearing officer.

Faculty members accused of offenses that may result in suspension or expulsion from the University will be referred for a formal hearing to the Faculty Committee on Faculty Assessment or an appropriate administrative hearing officer. Every effort will be made to expedite proceedings pursuant to allegations within a reasonable period.

The following procedural guidelines shall be applicable in disciplinary hearings:

1. Respondents shall be given notice of the hearing date and the specific charges against them at least five (5) business days in advance.
2. The respondent will have reasonable access to the case file prior to and during the hearing; personal notes of University staff members or complainants are not included. This file will be retained in the Office of Student Affairs or in the Office of Academic Affairs depending on the position of the respondents.
3. The presiding person may call witnesses upon the motion of any hearing body member or of either party and shall summon witnesses upon request of the Office of Student Affairs or in the Office of Academic Affairs depending on the position of the respondents, and shall be personally delivered or sent by certified mail, returned receipt requested.
4. University students and employees are expected to comply with such summons, unless compliance would result in significant and unavoidable personal hardship or substantial interference with normal University activities. Failure to comply with said requests may

- result in sanctions against the summoned witness. In the event that the respondent fails to appear after proper notice, the hearing will proceed, as scheduled, in the absence of the respondent.
5. Hearings will be closed to the public.
 6. The presiding person shall exercise control over the proceedings to avoid needless consumption of time and to achieve orderly completion of the hearing. Any person, including the respondent, who disrupts a hearing, may be excluded by the presiding person.
 7. Hearings shall be tape-recorded.
 8. Witnesses shall be asked to affirm that their testimony is truthful and may be subject to charges of intentionally providing false information to the University. Witnesses that provide false information may also be charged with violations of the Code of Conduct.
 9. Prospective witnesses, other than the complainant and the respondent, may be excluded from the hearing during the testimony of other witnesses. All parties, the witnesses, and the public shall be excluded during Committee deliberations.
 10. Finding the respondent responsible shall be established by evidence which, when fairly considered, produces the stronger impression, has the greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.
 11. Formal rules of evidence shall not be applicable in disciplinary proceedings conducted pursuant to this Code. Unduly repetitious or irrelevant evidence may be excluded, as determined by the presiding person.
 12. Complainants and respondents shall be accorded all opportunity to question those witnesses who testify for either party at the hearing.
 13. Every statement or assertion need not be proven. Committee members may take notice of matters that would be within the general experience of University students and faculty members.
 14. A finding of responsibility shall be followed by a deliberation as to sanctions. The past disciplinary
 15. record of the respondent may only be supplied to the hearing body only after a determination of responsibility.
 16. Any finding of responsibility must be supported by written findings that will be placed in the case file and made available to the respondent.

Appeals

Any disciplinary determination may be appealed by the respondent to the Dean of Academic Affairs or his/her designee. Requests for appeals must be submitted in writing to the Dean or designee within five (5) business days from the date of the letter notifying the respondent of the original decision. Failure to appeal within the allotted time will render the original decision final and conclusive. The Dean or designee will not conduct a re-hearing of the case, but will consider an appeal based on the respondent's claim of one or more of the following:

- a. A flaw in the University constituent's right of due process.
- b. Evident bias in the decision of the hearing.
- c. Presence of relevant new evidence or information, not available at the time of the conference or hearing.
- d. Sanction out of proportion to the offense. The Dean or designee may uphold or reverse a "found responsible" decision, reduce a sanction, or refer the case for re-hearing.
- e. New evidence or insufficient consideration of all aspects of the situation.

Disciplinary Files and Records

Disciplinary files and records are protected by the Family Educational Rights and Privacy Act (FERPA) regulations and are maintained by the Office of Student Affairs or by the Office of Academic Affairs depending on the position at the University of the responsible party. In the event of student expulsion, and other sanctions for which it is deemed appropriate, a disciplinary notation will be included in the permanent student record maintained by the Office of Admissions.

Confidentiality of Records

A student or faculty may authorize the release of his/her disciplinary record to any party by making a written request. Any other party seeking access to a record of a University judicial hearing must file a written request pursuant to the Georgia Open Records Act (O.C.G.A. §§ 50-18-70, et seq.) with the Office of Public Affairs. Certain information, such as medical information and social security numbers, may be redacted from a student's record before it is released to a third party.

Destruction of Records

All records of cases in the University Judicial System shall be maintained in a location designated by the Dean of Academic Affairs until such time as they are destroyed in accordance with the destruction schedule established by the Dean in compliance with a schedule ordered by the President.

CAMPUS SAFETY AND SECURITY

SEVERE WEATHER CONDITIONS

In case of severe weather, please check local weather forecasts and the school website (www.gcuniv.edu) for school closings.

Note that, while every effort will be made to update the website as quickly as possible when weather conditions necessitate closing the school, all members of the GCU community should be aware that certain conditions (power outages, etc) may prevent this. It is therefore important to check local weather forecasts on radio, internet, or television, and to maintain contact with GCU administration if at all possible. Upon the decision by the administration to close the school for weather-related reasons, GCU will contact Atlanta radio station Star 94 FM (94.1) and television station Fox 5 Atlanta to disseminate closing information. Again, please note that this may not be possible under certain weather conditions, so maintaining contact with administration is vital.

GENERAL CAMPUS SAFETY AND EMERGENCIES

We encourage all members of Georgia Central University to use their common sense with regard to campus emergencies. While GCU is pursuing more effective measures to contact students in case of emergency, such as transmitting SMS messages to faculty, staff, and student mobile phones, this system is not yet in place. It is therefore vital that all members of the GCU community, insofar as it is possible, maintain contact with the university during emergency situations.

Campus emergency procedures

Some emergency situations are inevitable despite efforts to prevent them. In the event of such an emergency, or if you do not know what to do in an emergency situation, emergency procedures are below

:

1. Contact the Georgia Central University Main Office immediately at 770-279-0507.
2. The Office will call 911 and ask for professional and appropriate help.
3. Utilize the fire extinguishers located in case of fire.

4. Please exit buildings immediately in an orderly manner, and follow directions of your instructors or administrative officers at GCU. Evacuation routes are shown on the campus maps on each floor of the campus building.
5. Please do not leave the campus until you are directed to do so by emergency service personnel or GCU administration, since unsupervised actions may cause unexpected casualties.

In the event of a situation during which the Main Office cannot be contacted, or in the event of a clear and present danger to University personnel or property, do not hesitate to call 911 yourself.

SAMPLE FACULTY EMPLOYMENT AGREEMENTS

NOTE: The contracts and employment agreements shown here are provided SOLELY for informative purposes, and may not reflect the most up-to-date revisions. Details of specific employment agreements or contracts may differ considerably from the samples presented below, therefore faculty members and potential faculty members should obtain the latest employment agreement, customized with their name, position, etc. from the Office of Planning/HR, and should make no commitment or sign any agreement based on the information provided below.

PROFESSIONAL/TECHNICAL SERVICES CONTRACT – VISITING FACULTY

THIS CONTRACT, and amendments and supplements thereto, is between the designated Human Resources of the University, acting through its Board of Trustees, on behalf of Georgia Central University (hereinafter GCU), and _____, an independent VISITING FACULTY, not an employee of the University (hereinafter VISITING FACULTY).

WHEREAS, GCU is empowered to procure from time to time certain professional/technical services, and

WHEREAS, GCU is in need of professional/technical services, and

WHEREAS, the VISITING FACULTY represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT

This contract shall be effective on _____ or upon the date the final required signature is obtained by GCU, whichever occurs later, and shall remain in effect until _____ or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The VISITING FACULTY understands that no work should begin under this contract until all required signatures have been obtained and the VISITING FACULTY is notified to begin work by GCU’s authorized representative.

II. VISITING FACULTY’S CREDENTIALS

Please list retained academic degrees:

_____ in _____ from _____ in _____
(degree) (major) (institution) (year)

_____ in _____ from _____ in _____
 (degree) (major) (institution) (year)

III. VISITING FACULTY’S DUTIES

The VISITING FACULTY will:

[Insert sufficient detail so that visiting faculty can be held accountable for this work. Attach additional page(s) if necessary and label as Attachment A].

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the VISITING FACULTY pursuant to this contract shall be reimbursed by GCU constituents as follows:

1. Compensation of *[insert dollar amount in words and numbers and number of hours, along with sufficiently detailed explanation so that visiting faculty can be compensated properly, e.g. hours of work, compensation per hour, etc. Attach additional page(s) if necessary and label as Attachment B].*
2. VISITING FACULTY shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than GCU faculty compensation plan. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the VISITING FACULTY in performance of this contract will be paid in an amount not to exceed *[insert dollar amount in words and numbers]*. The VISITING FACULTY shall not be reimbursed for travel and subsistence expenses incurred outside the State of Georgia unless he or she has received prior written approval for such out-of-state travel from GCU’s authorized representative at the Human Resources Department.
3. The total obligation of GCU for all compensation and reimbursement to the VISITING FACULTY shall not exceed *[insert dollar amount in words and numbers]*.

B. Terms of Payment.

1. Payment shall be made by GCU promptly after the VISITING FACULTY’S presentation or services performed and acceptance of such services are endorsed on a Purchase Order submitted to the Office of Business Affairs. It is strongly encouraged for GCU personnel to submit a Purchase Order Form to related constituents to expedite the payment procedure. All services provided by the VISITING FACULTY pursuant to this contract shall be performed

to the satisfaction of student body and faculty members of GCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The VISITING FACULTY shall not receive payment for work found by GCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

2. If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by GCU to the VISITING FACULTY. In the event of such termination, VISITING FACULTY shall be entitled to payment, determined on a *pro rata* basis, for services satisfactorily performed.
3. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, GCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). GCU will withhold all required taxes unless and until VISITING FACULTY submits documentation required by the Internal Revenue Service indicating that VISITING FACULTY is a resident of a country with tax treaty benefits. GCU makes no representations regarding whether or to what extent tax treaty benefits are available to VISITING FACULTY. To the extent that GCU does not withhold these taxes for any reason, VISITING FACULTY agrees to indemnify and hold GCU harmless for any taxes owed and any interest or penalties assessed.

V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this contract, must be sent to all concerned parties or their authorized representative(s).

A. GCU's authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

Such representative shall have final authority for acceptance of the VISITING FACULTY'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The VISITING FACULTY'S authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

VI. CANCELLATION AND TERMINATION

A. This contract may be canceled by GCU at any time, with or without cause, upon thirty (30) days written notice to the VISITING FACULTY. In the event of such a cancellation, the VISITING FACULTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. GCU may immediately terminate this contract if it does not obtain funding from approved Budget Plan, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the VISITING FACULTY within a reasonable time of GCU receiving notice that sufficient funding is not available. GCU is not obligated to pay for any services that are provided after notice and effective date of termination, however the VISITING FACULTY will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available.

VII. ASSIGNMENT

The VISITING FACULTY shall neither assign or transfer any rights or obligations under this contract without the prior written consent of GCU.

VIII. LIABILITY

The VISITING FACULTY shall indemnify, save, and hold GCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by GCU, arising from the performance of this contract by the VISITING FACULTY or VISITING

FACULTY'S agents or employees. This clause shall not be construed to bar any legal remedies the VISITING FACULTY may have for GCU's failure to fulfill its obligations pursuant to this contract.

IX. PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the VISITING FACULTY or its employees individually or jointly with others, or any subVISITING FACULTYs shall identify GCU as the sponsoring agency and shall not be released prior to receiving the approval of GCU's authorized representative.

X. DATA DISCLOSURE

The VISITING FACULTY is required to provide either a social security number or a federal taxpayer identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require VISITING FACULTY to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

XI. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- A. GCU shall own all rights, title and interest in all of the materials conceived or created by the VISITING FACULTY, or its employees or subVISITING FACULTYs, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The VISITING FACULTY hereby assigns to GCU all rights, title and interest to the MATERIALS. The VISITING FACULTY shall, upon request of GCU, execute all papers and perform all other acts necessary to assist GCU to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this

contract by the VISITING FACULTY, its employees or subVISITING FACULTYs, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to GCU by the VISITING FACULTY, its employees and any agents, and the VISITING FACULTY shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the VISITING FACULTY’S obligations under this contract without the prior written consent of GCU’s authorized representative.

- B. The VISITING FACULTY represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The VISITING FACULTY shall indemnify and defend, to the extent permitted by the Attorney General, GCU, at the VISITING FACULTY’S expense, from any action or claim brought against GCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The VISITING FACULTY shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the VISITING FACULTY’S or GCU’s opinion is likely to arise, the VISITING FACULTY shall, at GCU’s discretion, either procure for GCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XII. ANTITRUST

The VISITING FACULTY hereby assigns to the State of Georgia any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Georgia.

XIII. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Georgia. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Gwinnett County, Georgia.

XIV. AMENDMENTS

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XV. OTHER PROVISIONS

[attach additional page(s) as necessary and label as Attachment C.]

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED BY:

1. VISITING FACULTY

VISITING FACULTY certifies that the appropriate person(s) have executed the contract on behalf of

VISITING FACULTY as required by applicable articles, by-laws, resolutions, or ordinances.

By _____ (name) _____ (signature)

Title _____

Date _____

2. GEORGIA CENTRAL UNIVERSITY

By _____ (name) _____ (signature)

Title _____

Date _____

EMPLOYMENT AGREEMENT FOR GCU FACULTY (PART-TIME)

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of _____ 2017, by and between Georgia Central University, Inc., (“GCU” or “Employer”) and _____ (“Employee”) and, in consideration of the mutual promises and covenant contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EMPLOYMENT:** Employer hereby agrees to employ the above-named Employee on a part-time basis as Adjunct Faculty in the School of _____, commencing on the date of this agreement. The Employee’s employment and compensation can be terminated pursuant to provisions outlined in the faculty handbook issued by Employer
2. **OBLIGATIONS:** Employee hereby agrees to teach _____ courses each semester/trimester, consistent with the needs of Employer, during the times and at the locations specified by Employer and consistent with the job description and parameters listed in the *Faculty Handbook*. Employee agrees to be responsible for and perform faithfully and diligently all the acts and duties pertaining to the job of Adjunct Faculty in the School of _____. Employee further understands that certain services that are related to the job position (including, but not limited to, serving as a member of a Committee) may be required, and that such service is included in the compensation outlined below. Employee agrees to follow directives from senior GCU Administration as they pertain to Employee’s employment.
3. **COMPENSATION:** As compensation for the services provided as described in this Agreement, Employee shall be paid the sum of \$_____ per 3-credit course taught, and/or \$_____ per 2-credit course taught, before deductions required by law, which sum shall be payable consistent with Employer’s customary payroll practices, which may be modified from time to time.
4. **EMPLOYEE BENEFITS:** In addition to the compensation to be paid as noted herein, Employer shall provide Employee such other employee benefits as Employer may adopt or modify from time to time in its sole discretion. The terms and conditions of such benefits shall be governed by the applicable plan documents, policies or other requirements, as Employer may determine from time to time.

5. EMPLOYER'S POLICIES AND PROCEDURES: Employee agrees to comply with all policies and procedures of Employer, which Employer may adopt or modify from time to time at its sole discretion, including, but not limited to, such policies and procedures contained in any faculty manual, handbook or other written communication currently in effect. Employee shall abide by the policies and procedures outlined in the *Faculty Handbook* and *Staff Handbook*. Employee further agrees to abide by the latest and most updated versions of these handbooks, and understands that these manuals may be updated at any time, at Employer's sole discretion.

6. CONFIDENTIALITY: Employee agrees that all non-public information (of any nature whatsoever) obtained while providing services to, or on behalf of, Employer, is deemed to be proprietary and strictly confidential information. Employee also agrees that the commencement of any arbitration and all communications and proceedings in connection with such arbitration shall remain strictly confidential. Employee further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of Employee, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Employee agrees that all documents pertaining to the job of _____ that may be made or developed by Employee are and remain the property of Georgia Central University, Inc., in perpetuity. Upon the termination of Employee's employment, Employee shall promptly return any and all documents containing confidential information obtained by Employee in connection with her employment, and all other property of Employer, and shall not retain any copies of such documents. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the conditions of the termination of employment.

7. NON-DISPARAGEMENT: Employee agrees not to disparage, or encourage or induce others to disparage Employer, its officers, directors, employees or agents.

8. GRIEVANCE PROCEDURE: Employee agrees to raise any issues or concerns regarding his or her employment or other matters concerning Employer's operations or management directly with his or her immediate supervisor. If the answer from Employee's immediate supervisor is not satisfactory, Employee agrees to raise the issue or concern with his or her Human Resources representative or Employer's highest ranking officer or manager. Employee shall abide by the policies and procedures outlined in the *Faculty Handbook* and *Staff Handbook*.

9. **BINDING ARBITRATION:** Employee and Employer hereby agree that any controversy or claim arising out of or relating to this Agreement, the employment relationship between Employee and Employer, or the termination thereof, which cannot be resolved amicably after a reasonable attempt to negotiate such a resolution, and following Employee's best efforts to resolve any controversy or claim under the grievance procedure in paragraph 8 above, shall be submitted to arbitration by the American Arbitration Association in accordance with its Employment Dispute Resolution Rules and at its office nearest to Employer's place of business where Employee works or to which Employee reports. The arbitrator is authorized to award whatever relief Employee or Employer would have been entitled to obtain had the claim been brought in a court of competent jurisdiction. The award of the arbitrator shall be final and binding upon the parties, and judgment may be entered with respect to such award in any court of competent jurisdiction in the state where Employer's principal place of business is located. Employee acknowledges that this agreement to submit to arbitration includes all controversies or claims of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising under any federal, state, local or foreign law, including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1966, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Americans With Disabilities Act and the Occupational Safety and Health Act, and Employee hereby waives all rights there under to have a judicial tribunal resolve such claims. Employee acknowledges that before entering into this Agreement, Employee has had the opportunity to consult with any attorney or other advisor of his or her choice, and that this Agreement constitutes advice from Employer to do so if she chooses. Employee further acknowledges that he or she has entered into this Agreement of his or her own free will, and that no promises or representations have been made to him or her by any person to induce him or her to enter into this Agreement other than the express terms set forth herein. Employee further acknowledges that he or she has read this Agreement and understands all of its terms, including the waiver of rights set forth in this paragraph. Employee may take up to twenty-one (21) days from the date above to consider, sign and return this Agreement. In addition, Employee may revoke the Agreement after signing it, but only by delivering a signed revocation notice to Employer within seven (7) days of signing this Agreement. Such a revocation shall constitute a resignation from Employee's employment.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of law rules.

- 11. COMPLETE UNDERSTANDING: This Agreement sets forth the entire agreement and all understandings of the parties regarding Employee's employment and supersedes any and all prior agreements and understandings, oral or written, relating to Employee's employment. This Agreement may not be modified except in writing, signed by Employee and a duly authorized representative of Employer.

- 12. CONFLICT OF INTEREST AND OUTSIDE ACTIVITIES: Employee shall not accept or receive any kind of gift, in manner of cash, donation, asset, monetary favor, or other compensation in kind from students, relatives, benefactors, staff, or anyone related to Employer's operations, that shall be construed or give the appearance of a conflict of interest. Decisions regarding such appearance shall be at the sole discretion of Employer. Employee shall not engage in any outside economic activities unrelated to Employer without Employer's consent and as outlined in the *Staff Handbook*.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge they have read and understand this Agreement. All parties further acknowledge that they have executed this Agreement voluntarily and of their own free will.

Employee name (please print)

Authorized GCU Representative (please print)

Employee signature and date

GCU representative signature and date

EMPLOYMENT AGREEMENT FOR FACULTY (FULL-TIME)

THIS EMPLOYMENT AGREEMENT is made and entered into this ____ day of _____ 2017, by and between Georgia Central University, Inc., (“GCU” or “Employer”) and _____ (“Employee”) and, in consideration of the mutual promises and covenant contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EMPLOYMENT:** Employer hereby agrees to employ the above-named Employee on a full-time basis as _____ [job title], commencing on the date of this agreement. Employee’s employment and compensation can be terminated pursuant to provisions outlined in the faculty handbook issued by Employer
2. **OBLIGATIONS:** Employee hereby agrees to work twenty (20) hours per week in an administrative capacity (“office hours”). In addition, Employee will teach a specified number of courses, consistent with the needs of Employer, during the times and at the locations specified by Employer and consistent with the job description and parameters listed in the *Faculty Handbook* (see “Compensation,” below). Employee agrees to be responsible for and perform faithfully and diligently all the acts and duties pertaining to the job of _____ [job title]. Employee agrees to follow directives from senior GCU Administration as they pertain to Employee’s employment.
3. **COMPENSATION:** As compensation for the services provided as described in this Agreement, Employee shall be paid as follows:
 - a. the sum of \$_____ per hour for administrative work,
 - b. the sum of \$_____ per course taught,
 - c. a fee for thesis guidance services (First Reader, Second Reader, etc.), if such services are provided or required. The exact sum will be discussed when and if such services are required and/or available.

- d. a fee for the recording and subsequent management of an online course, if such services are provided or required. The exact sum will be discussed when and if such services are required and/or available.
- e. Additional compensation, if any [*give details and amount*]: _____

This compensation may be subject to deductions required by law, and shall be payable consistent with Employer’s customary payroll practices, which may be modified from time to time.

- 4. **EMPLOYEE BENEFITS:** In addition to the compensation to be paid as noted herein, Employer shall provide Employee such other employee benefits as Employer may adopt or modify from time to time in its sole discretion. The terms and conditions of such benefits shall be governed by the applicable plan documents, policies or other requirements, as Employer may determine from time to time.
- 5. **EMPLOYER’S POLICIES AND PROCEDURES:** Employee agrees to comply with all policies and procedures of Employer, which Employer may adopt or modify from time to time at its sole discretion, including, but not limited to, such policies and procedures contained in any faculty manual, handbook or other written communication currently in effect. Employee shall abide by the policies and procedures outlined in the *Faculty Handbook* and *Staff Handbook*. Employee further agrees to abide by the latest and most updated versions of these handbooks, and understands that these manuals may be updated at any time, at Employer’s sole discretion.
- 6. **CONFIDENTIALITY:** Employee agrees that all non-public information (of any nature whatsoever) obtained while providing services to, or on behalf of, Employer, is deemed to be proprietary and strictly confidential information. Employee also agrees that the commencement of any arbitration and all communications and proceedings in connection with such arbitration shall remain strictly confidential. Employee further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of Employee, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Employee agrees that all documents pertaining to the job of _____ [job title] that may be made or developed by Employee are and remain the property of Georgia Central University, Inc., in perpetuity. Upon the termination of Employee’s employment, Employee shall promptly return any and all documents containing confidential information obtained by Employee in connection with her employment, and all other property of Employer, and shall not retain any copies of such documents. This obligation of

strict confidentiality shall continue in full force and effect notwithstanding the conditions of the termination of employment.

7. **NON-DISPARAGEMENT:** Employee agrees not to disparage, or encourage or induce others to disparage Employer, its officers, directors, employees or agents.
8. **GRIEVANCE PROCEDURE:** Employee agrees to raise any issues or concerns regarding his or her employment or other matters concerning Employer's operations or management directly with his or her immediate supervisor. If the answer from Employee's immediate supervisor is not satisfactory, Employee agrees to raise the issue or concern with his or her Human Resources representative or Employer's highest ranking officer or manager. Employee shall abide by the policies and procedures outlined in the *Faculty Handbook* and *Staff Handbook*.
9. **BINDING ARBITRATION:** Employee and Employer hereby agree that any controversy or claim arising out of or relating to this Agreement, the employment relationship between Employee and Employer, or the termination thereof, which cannot be resolved amicably after a reasonable attempt to negotiate such a resolution, and following Employee's best efforts to resolve any controversy or claim under the grievance procedure in paragraph 8 above, shall be submitted to arbitration by the American Arbitration Association in accordance with its Employment Dispute Resolution Rules and at its office nearest to Employer's place of business where Employee works or to which Employee reports. The arbitrator is authorized to award whatever relief Employee or Employer would have been entitled to obtain had the claim been brought in a court of competent jurisdiction. The award of the arbitrator shall be final and binding upon the parties, and judgment may be entered with respect to such award in any court of competent jurisdiction in the state where Employer's principal place of business is located. Employee acknowledges that this agreement to submit to arbitration includes all controversies or claims of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising under any federal, state, local or foreign law, including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1966, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Americans With Disabilities Act and the Occupational Safety and Health Act, and Employee hereby waives all rights there under to have a judicial tribunal resolve such claims. Employee acknowledges that before entering into this Agreement, Employee has had the opportunity to consult with any attorney or other advisor of his or her choice, and that this Agreement constitutes advice from Employer to do so if he or she chooses. Employee further acknowledges that

he or she has entered into this Agreement of his or her own free will, and that no promises or representations have been made to him or her by any person to induce him or her to enter into this Agreement other than the express terms set forth herein. Employee further acknowledges that he or she has read this Agreement and understands all of its terms, including the waiver of rights set forth in this paragraph. Employee may take up to twenty-one (21) days from the date above to consider, sign and return this Agreement. In addition, Employee may revoke the Agreement after signing it, but only by delivering a signed revocation notice to Employer within seven (7) days of signing this Agreement. Such a revocation shall constitute a resignation from Employee's employment.

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its choice of law rules.

11. **COMPLETE UNDERSTANDING:** This Agreement sets forth the entire agreement and all understandings of the parties regarding Employee's employment and supersedes any and all prior agreements and understandings, oral or written, relating to Employee's employment. This Agreement may not be modified except in writing, signed by Employee and a duly authorized representative of Employer.

12. **CONFLICT OF INTEREST AND OUTSIDE ACTIVITIES:** Employee shall not accept or receive any kind of gift, in manner of cash, donation, asset, monetary favor, or other compensation in kind from students, relatives, benefactors, staff, or anyone related to Employer's operations, that shall be construed or give the appearance of a conflict of interest. Decisions regarding such appearance shall be at the sole discretion of Employer. Employee shall not engage in any outside economic activities unrelated to Employer without Employer's consent and as outlined in the *Staff Handbook*.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge they have read and understand this Agreement. All parties further acknowledge that they have executed this Agreement voluntarily and of their own free will.

Employee name (please print)

Authorized GCU Representative (please print)

Employee signature and date

Authorized GCU Representative signature and date

FACULTY SENATE BYLAWS AND PROCEDURES

Article 1 The name of this association of faculty shall be the Georgia Central University Faculty Senate, hereinafter referred to as the Senate.

Article 2 The authority, purpose and objectives of the Senate are established within the traditional concept of faculty organization in American universities. The Senate is authorized to act on questions and issues properly brought before it by the faculty of each or several Schools, and components, hereinafter in these bylaws called "major units," of the university. The Senate is authorized to take appropriate actions not in conflict with these bylaws, the bylaws of the Georgia Central University, the Georgia System of Higher Education Code, and the laws and statutes of the State of Georgia and the United States.

Specific objectives are:

- To promote GCU as an excellent educational institute,
- To develop and improve further the quality of faculty and students,
- To protect the University from any harm from within and without,
- To protect its faculty and students from injustice, unfair practices and out of due processes, and
- To advise the University Administration on matters the Faculty Senate determines necessary.

Article 3 Membership Authority

3.1 Membership and membership rights to the Senate shall be extended to all faculty members elected to membership in the Senate in accordance with article 4 of these bylaws.

3.2 Faculty members elected to the Senate are authorized and have responsibility to represent faculty on matters of primary concern to the faculty of the university.

Article 4 Senate Membership

4.1 Eligibility to vote in nominations and elections to the Senate shall be accorded to all GCU faculty on regular annual contracts of 0.50 FTE or more. Emeritus faculty, adjunct faculty, and employees on letters of appointment shall not be eligible to vote. If a faculty member has a split appointment, that faculty member may vote with the unit in which s/he has the larger FTE.

4.2 Faculty who are eligible to vote in section 4.1 are also eligible for nomination to membership on the Senate, excluding those faculty who plan to be on leave for more than three months during their potential Senate term, or who will have served more than one year on the Senate in the past two academic years, and those who serve as chief administrators of the university or its major units. Chief administrators of the university include the president, and chief administrators of the major units are defined as deans or their administrative equivalents (dean of academic affairs, director of student affairs, as well as director of admission, university librarian, business manager and chaplain. In addition to the above administrative units, one additional faculty member from the major school units (Business, Christian education, Music, Acupuncture & Oriental Medicine, Divinity) is eligible to represent the unit in which they are allowed to vote.

4.3 The president and the immediate past chair of the Senate shall be nonvoting, ex officio members of the Senate.

4.4 The term of office in the Senate shall be three (3) years. Insofar as possible, an equal number of terms shall expire each year.

4.5 Members of the Senate may not serve two full consecutive terms. No person shall represent a unit as a senator for more than four years in any five consecutive years. This limitation does not apply to service as Senate chair, chair-elect, or past chair, as they do not represent particular units.

4.6 Election to membership in the Senate shall be held in early spring of each year, or as prescribed in article 5 of these bylaws.

4.7 The election process shall be run by the major unit and supervised by the Senate office under the following minimum standards.

4.7.1 Nominations and elections shall be by secret ballot in each of the units.

4.7.2 There shall be three (3) ballots: a nominating ballot, an election ballot, and, if necessary, a run-off ballot.

4.7.3 Each faculty member eligible to vote may nominate as many candidates as there are vacancies to be filled in the major unit to which the faculty member belongs.

4.7.4 All eligible nominees who have indicated their willingness to serve shall be placed on the election ballot for their major unit.

4.7.5 The nominee with the majority of election votes shall be declared as elected to Senate membership to represent their unit. If no nominee receives a majority of votes, then the two nominees who received the most votes shall be placed on a run-off ballot. In the event of a tie vote in the run-off ballot, a new vote shall be taken until a majority is achieved.

Article 5 Vacancies

5.1 When a member of the Senate is for any reason absent from called and regularly scheduled Senate meetings over an extended time, then the Senate office shall notify the major unit. The faculty of the unit may conduct a special election to fill such vacancy as is created by the absent Senate member. If no such election is held, then the member shall remain on the Senate.

5.2 An "extended time" is defined as the member being absent for more than three consecutive regularly scheduled Senate meetings where no provision for proxy representation is provided, or where the absence of the member exceeds one academic semester.

5.3 Special elections to fill vacancies shall adhere to the procedures of article 4 of these bylaws.

5.4 A member of the Senate may be recalled by petition to the executive board from at least 25 percent of the faculty members in the unit of the Senate member; and upon the approval of a majority of the faculty members from such unit who vote in a secret ballot. The Senate chair, chair-elect, and past chair are exempt from recall, but may be removed from office as provided in article 7.2.4 of these bylaws.

5.5 A Senate member may appoint a proxy to serve at any Senate meeting. Only one proxy may be exercised by any individual at any time.

5.6 A proxy is extended all the prerogatives of a regularly elected member of the Senate, provided that:

5.6.1 The Senate member shall provide the Senate chair or the chair's designee a dated statement of proxy representation, either by e-mail or signed memorandum.

5.6.2 The proxy representation shall in all respects be qualified for membership in the Senate, and shall be a faculty member of the same unit of representation as the Senate member.

Article 6 Voting

6.1 All members present at any meeting of the Senate where the business of the Senate is being transacted shall be entitled to cast one vote on any questions properly brought before the Senate, and shall be entitled to cast in addition one proxy vote so long as a quorum is present.

6.2 Voting shall always conform to procedures established in *Robert's Rules of Order*, Newly Revised, except as specified above.

6.3 All members of the Senate are eligible to initiate or second motions, and may participate in Senate discussions. The chair-elect and past chair may not vote. The Senate chair may only vote to break a tie.

Article 7 Executive Board

7.1 The executive board is composed of the Senate chair, the chair-elect, a parliamentarian, the Senate manager and the immediate past chair.

7.1.1 Each year, the Senate shall elect from among its members, a chair-elect, and a parliamentarian to the Senate's executive board.

7.1.2 The Senate chair or the chair's designee shall be the official representative of the Senate and the university faculty at all functions. The chair shall preside at meetings of the Senate and the executive board, and may serve in other capacities as prescribed by the GCU Bylaws.

7.1.3 The chair-elect of the Senate shall assume the position of Senate chair in the absence of the chair. The chair-elect shall advance to chair upon completion of the term of the chair.

7.1.4 The parliamentarian shall make recommendations to the Senate chair on matters of parliamentarian procedures.

7.1.5 The executive board may serve as an ombudsman group at the request of any faculty member and use its influence to resolve issues in an amicable manner.

7.1.6 The executive board shall meet regularly to develop agendas for meetings of the full Senate, to appoint Senate committees, to respond to requests for information or advice, and to develop goals and policies which the Senate chair will, with appropriate help from the board, seek to implement.

7.2 Election and Removal of Officers shall be as follows:

7.2.1 Any elected member of the Senate is eligible to become chair-elect. Any elected member of the Senate whose term extends through the coming Senate year is eligible to become one of the other officers of the Senate.

7.2.2 Election of officers shall be by secret ballot and supervised by the members of the Senate.

7.2.3 The Nominating Committee will identify a slate of candidates who are willing to run for office. The slate of candidates will be presented to the Senate prior to the last meeting of the Senate. The new officers will be elected at that last meeting, at which time the chair shall call for nominations from the floor.

7.2.4 Officers of the Senate may be removed by at least a two-thirds vote of the Senate members who vote in a secret ballot. The request to consider removal shall be placed on the Senate agenda at the request of a majority of the executive board, or by a petition signed by at least 25 percent of the voting members of the Senate. Should the Senate

chair, chair–elect, or immediate past chair be removed, they will not return to the Senate and the representative elected to fill their term shall complete the term as the unit representative.

7.2.5 If a vacancy occurs mid-term for any officer except Senate chair, the executive board will serve as the nominating committee, and will present a slate of candidates willing to run for the vacancy at the next Senate meeting.

7.2.6 While serving, the Senate chair, chair-elect, and past chair shall not represent a specific unit, but rather the faculty as a whole. If the election of the Senate chair or chair-elect creates a vacancy in the representation of a unit, that unit shall elect a substitute to serve during that period for the remainder of that senator’s term. The Senate office shall notify the unit of the vacancy, and the faculty of the unit will conduct a special election to fill the vacancy. The vacancy will be filled on a temporary basis, for the remainder of the original member’s term. The election shall otherwise be conducted in accordance with Article 4 of these bylaws.

Article 8 Committees

8.1 A nominating committee shall be elected annually, and shall include 3 members elected by and from the Senate membership, plus the immediate past chair of the Senate, who shall serve as chair of the nominating committee. The committee shall identify a slate of candidates for Senate officers.

8.2 Standing committees may be established by the executive board, subject to approval by the Senate. These committees shall be ready to report at each meeting of the Senate and shall submit a written annual report to the Senate.

8.3 Ad hoc committees may be established by the Senate executive board, subject to approval by the Senate. Ad hoc committees shall be ready to report at each meeting of the Senate until discharged by the Senate.

8.4 Only faculty who have either served on the Senate or are eligible for nomination to the Senate shall be eligible to serve as chairs or voting members of Senate committees. The executive board may appoint up to two persons other than eligible faculty, including students, chief administrators, classified staff, or faculty on letters of appointment, to serve as nonvoting consultants to each Senate committee.

8.5 The executive board shall develop procedures to select chairs and members for both policy and ad-hoc committees, and present these selections to the Senate for information. The executive board shall also propose charges for committees, and present these to the Senate for approval.

8.6 All Senate committees shall be named and charged for periods not to exceed one calendar or academic year. Exceptions shall require approval by the Senate.

Article 9 Meetings

9.1 In addition to regularly scheduled meetings, special meetings may be called by the executive board, and must be convened within two weeks of receipt of a written petition signed by either 25 percent or more of the Senate membership or at least ten percent of the university faculty

9.2 A simple majority of the voting members of the Senate, not including any members with additional proxies, shall constitute a quorum for transaction of business at any meeting of the Senate.

9.3 Agendas shall be distributed to members of the Senate at least five calendar days prior to any meeting of the Senate, and minutes shall be distributed at least five calendar days prior to the following meeting. Agendas and minutes of Senate meetings shall also be made available to all members of the university faculty.

Article 10 Parliamentary Authority

10.1 The latest edition of *Robert's Rules of Order, Newly Revised* shall govern the Senate in all cases where these bylaws are silent.

10.2 The Senate chair may announce temporary rules for Senate debate or votes upon unanimous consent of the voting members present at any Senate meeting.

Article 11 Amendment

11.1 A proposed amendment to these bylaws may be introduced by any member of the Senate. Presentation of the amendment must be in writing.

11.2 The proposed amendment will be adopted upon approval by a two-thirds majority of the total voting membership of the Senate. This vote will be conducted at the next regularly scheduled Senate meeting following the meeting at which the amendment is introduced. There shall be at least two weeks between the introduction of an amendment and the vote.

11.3 An amendment to these bylaws approved by the Senate shall become effective upon the approval of the president.

Article 12 Apportionment

12.1 The Senate shall reapportion itself at least once every five years, or more often if deemed necessary by the Senate. Reapportionment shall require approval by two-thirds of the voting Senate membership.

12.2 The total body of the Senate shall equal between 14 and 17 voting members, plus the Senate chair, chair-elect, and immediate past chair, who shall all be nonvoting members of the Senate, except that the Senate chair may vote to break a tie.

12.3 Apportionment shall be based on the total FTE of those faculty eligible to vote in Senate elections, as defined in section 4.1 of these bylaws, on the December 1 prior to reapportionment.

12.4 Representation in the Senate shall be afforded to faculty of each major unit in the university. Units other than colleges and schools may be combined or divided for purposes of representation as the Senate deems appropriate, provided (1) such combination or division is approved by two-thirds of the voting Senate membership, (2) the unit created by any division is operating separately under its own approved bylaws which are exclusive of any college or school, and (3) that it be done only at the time of reapportionment.

ACKNOWLEDGEMENT OF RECEIPT OF FACULTY HANDBOOK

I, the undersigned, hereby acknowledge that I have received a copy of the Georgia Central University Faculty Handbook (either hardcopy or electronic), and that I agree to abide by all policies therein.

Name: _____ Date: _____

Position at GCU: _____

Signature: _____

GCU Authorized Representative

Name: _____ Date: _____

Position at GCU: _____

Signature: _____

Please remove this page from the Faculty Handbook (or print out a copy), sign it, and give it to the Office of Academic Affairs for filing.