

Georgia Christian University



Faculty Handbook

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Self Study Report **Exhibit 4**

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Table of Contents

Table of Contents.....i

Purpose of Faculty Handbook 1

General Information 2

 Vision 2

 Mission 2

 Biblical Foundations Statement..... 2

 Objectives..... 2

 Core Values..... 3

 Institutional Philosophy..... 3

 Philosophy of Education..... 3

 Accreditation 3

 Statement of Non-Discrimination..... 4

 Introduction to Georgia Christian University 4

 School of Theology (ST)..... 4

 School of Christian Education (SCE)..... 4

 School of Mission Studies and World Christianity (SMSWC)..... 4

 School of Music (SM) 4

 School of Business Management (SBM)..... 5

 School of ESOL (ESOL) 5

 History 5

 Location..... 6

 Chapel and Worship..... 6

 Facilities 6

I. Roles and Responsibilities of Faculty Members..... 8

 Preface..... 8

 Appointments 8

 Full-time Faculty 8

 Part-time faculty 8

 Duties and Responsibilities of the Faculty Members 9

 Intellectual Property and Copyrights..... 9

 Intellectual Property 9

 Definitions..... 9

 Ownership of Intellectual Properties 10

 Revenue from Intellectual Property..... 10

 Copyright Policy..... 11

 Syllabi..... 13

 Standing Committees of GCU Faculty Members 14

 Executive Committee of the Faculty 14

 The Academic and Student Standing Committee 14

 The Graduate Level Education Committee 14

 The Admissions Committee 14

 The Graduation Committee 15

 Faculty Assessment Committee..... 15

 Library and Publication Committee 15

 Steering Committee (New York Teaching Site)..... 15

II. General Policy of Faculty Employment 16

 Recruitment 16

 Initial Decisions on Appointment 16

 Conditions of Appointment 16

 Faculty Ranks 16

 Professor 17

Associate Professor.....17
Assistant Professor.....17
Instructor 17
Faculty Development.....17

III. Compensation and Benefits18
Preface.....18
A. Payment of Salaries18
B. University Retirement Plan - General Description18
 1. Fund Offerings18
 2. Coverage18
 3. Enrollment.....18
 4. Vesting.....19
 5. Distributions19
C. Early Retirement Plan for Tenured Faculty19
D. Emeritus Status20
E. Moving and Relocation Expenses20
F. Benefit for the Professional Growth.....20
G. Academic Provisions20
H. Maternity Leave20
I. Medical Insurance (Proposed).....20
 1. Administered by20
 2. Plan Year21
 3. Primary Plan.....21
 4. Alternative Plans21
 5. Employee Only.....21
 6. Dependent Coverage21
 7. Cost 21
 8. Enrollment.....21
 9. Waiver of Coverage.....21
 10. Health Insurance upon Termination.....21
 11. COBRA22
 13. Health Insurance Upon Retirement22

IV. Appointment23
A. Revision Process.....23
B. Statement of Terms of Appointment23
 1. Tenured Appointments.....24
 2. Probationary Appointments (Tenure -Track)24
 3. Three-Year Term Appointments24
 4. Temporary and Restricted (Full- or Part-Time) Appointments.....25
 5. Continuing Appointments.....25
C. Evaluation for Personnel Decisions25
 1. University Standards for Tenure, Promotion, and Salary Decisions.....25
 2. General Procedures for Tenure and Promotion Decisions.....25
D. Termination of Appointment by the Faculty Member26
E. Procedures for the Discontinuance of an Academic School or Program of Instruction Involving Possible Dismissal of Tenured Faculty26
F. Termination by the Institution of Continuous Tenure or Termination of an Appointment prior to the End of the Specified Contractual Term27
 1. Terminations under Adequate Causes (a, b, and c)27
 2. Dismissals and Procedures for Dismissal under Adequate Causes (d, e, and f).....28
 3. Interim Suspensions29
 4. Payment of Salary upon Dismissal for Cause29
G. Academic Freedom30
 1. Academic Freedom of Non-Tenured Faculty30
 2. Administrative Personnel30

3. Political Activities of Faculty Members	30
H. Grievance Procedures	30
1. Grievance Procedures Relating to Reappointment, Tenure, and Promotion Decisions	31
2. Procedures for Other Grievances.....	31
I. General Policy on Student/Faculty Ratio	32
J. Recruitment Process.....	32
Georgia Christian University Statement of Ethical Values and Standards.....	33
University Code of Conduct.....	34
Professional/Technical Services Contract – Visiting Faculty	47
Employment Agreement - Part Time Faculty	51

Purpose of Faculty 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, much less the Bible. Not all questions about our communal life and our individual service are to be answered here in the text. Hopefully by placing our policies in print, matters would be discussed, debated, and used better for overall enhancement of educational environment of GCU.

General Information

Vision

Georgia Christian University is an educational institution to glorify God by equipping students who will proclaim God's Word and to build up the body of Christ through education. GCU seeks to maintain an appropriate balance between training for effective vocational ministries and academics.

Mission

The mission of the 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. The GCU serves its commitment to meet the educational needs of a student body that is diverse in race and other socioeconomic attributes.

Biblical Foundations Statement

The Georgia Christian 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 Testaments 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; and
- **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

1. To nurture everyone's gift for Christian ministry, leadership in society, and service to the world;

2. To promote and encourage academic excellence, critical reflection, and involvement to the community service; and
3. To Integrate cultural differences in effective academic development

Core Values

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

Institutional Philosophy

Georgia Christian 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 the 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. Holy Spirit, the Third person of 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 Christian 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 in all academic programs as follow:

1. Christ-centered;
2. Based on the Bible;
3. Academically relevant to degree programs that are meeting the needs of the world;
4. Pursuing academic excellence;
5. Taught by faculty who are Christians and comply with the institution's doctrinal beliefs;
6. Taught by faculty who are dedicated to quality higher education;
7. Taught by faculty who are academically credentialed;
8. Taught in an environment conducive to academic and spiritual growth;
9. Designed to integrate the academic training with Christian commitment ; and
10. Based on Christian belief in God's mission for the world.

Accreditation

The Georgia Christian University is a member of the Transnational Association of Christian Colleges and Schools (TRACS) [PO Box 328, Forest, VA 24551; Telephone: 434.525.9539; e-mail: info@tracs.org] having been awarded Candidate status as a Category IV institution by the TRACS Accreditation Commission on April 7, 2009; this status is effective for a period of five years.

TRACS is recognized by the United States Department of Education (USDE), the Council for Higher Education Accreditation (CHEA) and the International Network for Quality Assurance Agencies in Higher Education (INQAAHE).

Statement of Non-Discrimination

Georgia Christian University does not discriminate against race and national origin in accordance with Title VI of the Civil Rights Act of 1964. Georgia Christian University does not discriminate against age according to the Age Discrimination Act of 1975. Also, GCU does not discriminate against sex in accordance with Title IX of the Education Amendments of 1972. Furthermore, GCU will not discriminate against disability or religion. However, as a Christian education institute all students are required to study and attend chapel regardless of their religion.

Introduction to Georgia Christian University¹

The university's educational program consists of six major colleges: Theology, Christian Education, Mission Studies/World Christianity, Music, Business Management, and ESOL.

School of Theology (ST)

The **School of Theology (ST)**, educates qualified students for the ordained ministry and for other forms of ministry, to assist their personal as well as professional growth and development through multiple theological studies. The Divinity School (DS) is, as a professional school of theology, seeking in particular to serve the Korean/Korean-American Churches and the world community. Its guiding principle is to affirm the sovereignty of God, the gospel of Jesus Christ as God's saving Word, and the renewing power of the Spirit. The faculty of DS is diverse, simultaneously maintaining integrity of individual faith and creating a spiritual environment where the faculty and students can grow together in their own faith. DS is committed to its academic excellence and spiritual formation and encourages critical/theological reflection while integrating cross-cultural and ecumenical learning.

School of Christian Education (SCE)

The purpose of the **School of Christian Education** is to prepare students for leadership in the traditional church school (elderly, adult, young adult, and youth). SCE stresses multi-ethnic education. This is done on the theoretical and practical levels by implementing educational policies and programs that promote the integration of structurally excluded ethnic groups. Thus, SCE's curriculum reflects the cultures, ethos, and experiences of diverse groups. The program is designed to enable students to strive for excellence through development of their own philosophy of an educational ministry based on their studies and their reflections on multiethnic/multicultural issues.

School of Mission Studies and World Christianity (SMSWC)

SMSWC, while examining the traditional missionary methods, re-focuses on the enculturation and the contextualization of the Gospel. SMSWC attempts to emphasize a comparative approach of missionary methods and the process of contextualization and enculturation. Examined are theological and missionary work in other parts of the globe, and the various environmental, inter-cultural and inter-faith factors (i.e., the exploding metropolis as part of their mission studies and sociological perspectives of the new phenomena of the urban mission).

School of Music (SM)

The purposes of SM are: (1) to train those who are interested in either gaining proficiency in music as a professional/non-professional musician, and (2) to provide those who are interested in church music, both theological and liturgical. SM provides students with practical performance skills as well as training in listening, conducting, teaching, and music composition.

¹ Georgia Christian University is authorized by Nonpublic Postsecondary Education Commission in the State of Georgia on June 1, 2003

School of Business Management (SBM)

The Business Management courses offered at Georgia Christian University are designed for prospective students in need of gaining a mix of theoretical and practical management knowledge and skills that will enable them to work as professional managers after they complete the given courses during their academic years at GCU.

School of ESOL (ESOL)

The English to Speakers of Other Languages program at Georgia Christian University provides students with the language skills they need to accomplish their goals. These goals include:

- Studying for a degree in an English-speaking university
- Improving job skills or job prospects
- Making life easier in the English speaking world

Consequently, we offer courses in both academic and non-academic English and cover reading, writing, listening, and speaking.

History

Georgia Christian University had its beginning as the Immanuel Original Bible Institute in Alabama in the year of 1986. Its sole focus was on studying Biblical languages and Biblical interpretation. In 1995, the institute moved to Alpharetta, a northern metropolitan area of Atlanta, and changed its name to School of Theological Seminary in Georgia. In 1998, the school sought a larger space to build a bigger campus and purchased a location near the city of Lawrenceville, Georgia as well as the current Norcross facility. A new board of trustees was formed to run an efficient theological institution. In the same year, the new board decided not only to change its name to Georgia School of Theology, but also to study the potentiality of a joint program with the Johnson C. Smith Theological Seminary, one of the Theological institutions of the United States Presbyterian Church. This partnership consultation between the Johnson C. Smith Theological Seminary and the then Georgia School of Theology was short-lived.

On April 5, 2002, Georgia School of Theology was certified to begin issuing and applying for I-20 student visas from the United States Citizenship and Immigration Services (USCIS), formerly known as the Immigration and Naturalization Services (INS). In August 2002, the Georgia School of Theology and what is now Georgia Christian University was divided into two separate institutions, the former a religiously exempt school and the latter an authorized university. On June 1, 2003, Georgia Christian University's Associate, Bachelor's and Master's programs in Music, Theology, Mission, and Christian Education were approved by the Georgia Nonpublic Postsecondary Education Commission.

In July of 2004, Georgia Christian University moved to the current campus in Lilburn and expanded the campus in 2005. Also, in 2005, NPEC authorized MAOM courses at Georgia Christian University for Oriental Medicine. In 2006, the student association body was formed to guarantee better campus and student lives at GCU. Also, the graduates of GCU reformed their Georgia Christian University Alumni Association the same year. In 2007, to promote Georgia Christian University, the Alumni Association successfully organized the Spirituality Conference, and in October 2007, GCU was authorized to offer academic programs in Business Management with BA, Master's Degree in Divinity, and Doctoral Degree in Ministry.

In April 2009, Georgia Christian University became a member of TRACS (Transnational Association of Christian Colleges and Schools) with candidacy status, and is pursuing Full-Accreditation with the best effort.

In 2010, Georgia Christian University and Honam Theological University and Seminary in Gwangju, Korea became sister institutions for mutual growth and academic advancement.

In 2011, Georgia Christian University has acquired a new campus site at 6789 Peachtree Industrial Blvd., Atlanta, GA 30360 to facilitate demands and needs for better educational environment.

Location

Georgia Christian University is located in the city of Lilburn, a northeastern part of Atlanta. Atlanta's population is approximately 3.5 million, fifty thousand of which is 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. Students and their families will enjoy Stone Mountain Park and the Martin Luther King Jr. National Historic Site. The city also supports a wide variety of cultural activities as well as various sports. In 1996, the Olympic Games were held in Atlanta.

Atlanta is also the business capital of the Southeast. Its banks, offices, hospitals, and industries provide numerous employment opportunities for citizens. The city has many trees and beautiful flowers, and 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.

Institutional Requirement and Worship

Worship is the spiritual center of seminary life. During the academic year, chapel services are held 3 times a week to provide the seminary community with opportunities for worship and spiritual enrichment. All students are welcome to join the Bible study programs and worship services held on Tuesdays, Saturdays, and Sundays.

The seminary chaplain, along with faculty and students, leads chapel services. Students may experience the presence of God while participating in and leading chapel services. Other worship services (Commencement, Easter, and Thanksgiving Day) are also offered. A student choir has been organized to enrich services. The chapel choir is open to all students. Vocalists may get credit for one hour of academic credit (Pass/Fail grade) or may volunteer. All students are expected to attend. Any students missing more than 3 class sessions will be permanently dismissed from the class for that particular semester with a grade of "F."

Facilities

- The Library

GCU has made every effort to create a viable library for students' study and research. So far, approximately, twenty thousand books have been purchased, collected, or donated. Currently, almost all the books are bar-coded and cataloged. Measures taken to improve the library system are as follows: (1) Contacting for implementation of Georgia Virtual Library (known as Galileo), (2) Regular book purchases, as suggested by Faculty members, and institutional purchases from annual conferences such as that of the Society of Biblical Literature and the Association of American Religion, (3) For the doctoral programs, special arrangements with institutions such as Emory Divinity School, Columbia Seminary, and the International Theological Center, and (4) continuous reports of the Library Director and staff. The Library Committee continually studies plans for improving the library facilities and its logistics.

- Physical Premises and Finances

The physical premises and facilities of GCU are evaluated in an ongoing process. 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.

The financial resources and operations of the school are evaluated in an ongoing process through monthly reviews by the president and staff. The president oversees the annual budget as well as funding resources, donations & tuition. (See certified public accountant's report for details).

- Institution's Structural Development Plan

During the years of operations, GCU has exerted its best to develop and improve educational environment for students and research atmosphere for faculty and staff. GCU is currently operating more than 20 classrooms all throughout the year and several audition halls including research facilities where faculty members can meet their students and proceed with their academic researches. Even though it may sound promising and enough for a small college, GCU is still acting vigorously to acquire more and better facilities to guarantee acceptable environment for students and faculties.

GCU plans to expand the library and classrooms to meet the demand during the academic year of 2008-2009 through purchasing adjacent land to start construction of two story classroom building in the city of Lilburn.

I. Roles and Responsibilities of Faculty Members

Preface

Faculty members play a special role in the life of the University as teachers, scholars, and participants in academic governance. The terms of their appointments and duties are different from those of other University employees and they may differ 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 as those persons who are called to the GCU with primary responsibility of teaching in and/or the administration of a degree program of the University together with the Administration: The President, Vice President for Academic Affairs, and Heads of Academic Schools of GCU.

Appointments

There are seven Schools in the University:

- School of Mission,
- School of Christian Education,
- School of Theology,
- School of Business Management,
- School of Music,
- School of Oriental Medicine, and
- School of ESOL

Each shall consist of the School Heads (as appropriate) and all with faculty rank as Professor, Associate Professor, Assistant Professor, or Instructor, including librarians and directors who hold faculty status, and not including faculty members holding visiting or part-time appointments.

Full-time Faculty

Full-time faculty members are appointed in a School where their responsibilities include full-time teaching, advising, scholarship, and service to the University (unless temporarily assigned other tasks approved by their School Head). Certain benefits, such as eligibility for tenure, are restricted to members of the full-time faculty as explained elsewhere in this handbook.

Faculty rank, as Instructor, Assistant or Associate Professor, or Professor, is 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 term or temporary appointments for a stated period of time. Such individuals may be assigned faculty rank as an adjunct or visiting member of the faculty. Within the Faculty structure at GCU, there are a number of faculties with the title of Director. Such individuals are affiliated with an academic School and teach in that School, although they may have a job description that involves a mixture of teaching and administrative duties. They are not eligible for sabbaticals, but otherwise have benefits similar to those of other full-time faculty members.

Professional librarians hold faculty status. Certain other positions directly involved in academic programs may hold faculty status by action of the faculty following the recommendation of the Faculty Evaluation Committee. Faculty status gives above-mentioned individuals both voice and vote in University faculty meetings, eligibility to serve on faculty committees, to serve as student advisors, and it acknowledges that they play an active role in the intellectual activities of the University. By the action of its faculty, any School may include professional librarians as part of its faculty. Faculty status does not carry eligibility for tenure or sabbatical, nor does it automatically carry a given faculty rank (Professor, Associate, Assistant Professor, or Instructor), since faculty rank is in a specific academic 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 courses which are specified either in their letters of appointment or employment contract. The

total number of credit hours taught at the University in one semester by a part-time faculty member cannot equal or exceed the number of credit hours defined as a full-time, normal teaching load.

Duties and Responsibilities of the Faculty Members

Each faculty member is expected to maintain the highest personal standards of character and conduct, to keep abreast of his or her academic discipline through continuing study, research, and/or participation in the activities of his or her professional organization, to strive to improve the effectiveness of his or her lecturing, to take a sympathetic interest in the progress and development of each of his or her students, to keep accurate records of academic standing of each student in his or her classes, and to hand in promptly all reports of grades, attendance, progress report and other information required by the School Heads, the Office of Academic Affairs, the Office of Business Affairs, or the President.

Each faculty member is expected to meet his or her classes as regularly scheduled. In case any faculty member is kept from his or her duties by illness or other disability, the faculty member must inform the chair of the School and/or the appropriate Head in advance, if possible, so that arrangements may be made for assignments or a substitute instructor. If a faculty member finds it necessary to incur an extended absence from his or her regular duties, the faculty member must seek written approval from his or her School Head. In addition, each faculty member is expected to maintain adequate office hours so that he or she may be available to the students for conferences.

Each faculty member is expected to attend all meetings of the University faculty and the faculty of the School in which the member teaches, to attend commencements and convocations, to serve loyally and diligently on faculty committees, to assist the Head and colleagues of the member's School in carrying out the program of the School, and to cooperate fully with the trustees, the President, and the Heads in promoting all 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 Head **90 days prior** to the opening of the next session. During the regular academic session faculty members must secure the approval of the Vice President of Academic Affairs in consultation with Vice President for Business Affairs 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.

Intellectual Property and Copyrights

Intellectual Property

Georgia Christian University encourages faculty to contribute to the mission of the University through professional development to provide educational opportunity for students.

Definitions

Intellectual property is defined as patentable materials, copyrighted materials, trademarks, software, and trade secrets, whether or not formal protection is sought.

Patentable materials are 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.

Copyrighted materials are (1) books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and proposals; (2) lectures, musical or dramatic compositions, unpublished scripts; (3) films, filmstrips, charts, transparencies, and other visual aids; (4) video and audio tapes or cassettes; (5) live video and audio broadcasts; (6) programmed instructional materials; (7) mask works; and (8) other materials or

works other than software which qualify for protection under the copyright laws of the United States (reference 17 U.S.C. 102 et seq.).

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.

Trademarks include all trademarks, service marks, trade names, seals, symbols, designs, slogans, or logotypes developed by or associated with the University or its Sponsor (See 15 U.S.C. 1127.)

Ownership of Intellectual Properties

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 Christian 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 copyright 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 Christian 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).

Copyright is defined by the United States Copyright Office as:

a form of protection provided by the laws of the United States (title 17, U.S. Code) to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- **To reproduce the work in copies or phonorecords;**
- **To prepare derivative works based upon the work;**
- **To distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;**
- **To perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;**
- **To display the copyrighted work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and**
- **In the case of sound recordings, to perform the work publicly by means of a digital audio transmission.¹**

Applicable sections of the U.S. Copyright Law of the United States of America and Related Laws Contained in Title 17 of the United States Code are provided with this policy. Further Information about copyright laws is available in the Mary S. Thelen Library or from the United States Copyright Office, www.copyright.gov.

Source: Circular 92 Copyright Law of the Copyright of the United States of America and Related Laws Contained in Title 17 of the United States Code June 2003, Available Online:

<http://www.copyright.gov/title17/circ92.pdf>.

Limitations on exclusive rights: Fair use³⁸

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, 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), scholarship, 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.

1 United States Copyright Office. (2004). Circular 1 Copyright Basics. Washington, D.C. [Available online: <http://www.copyright.gov/cirrcs/circ1.html>, p 1.

Limitations on exclusive rights: Reproduction by libraries and archives³⁹

(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 reasonable 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 (A), (B), and (C) of paragraph (2) apply.

(2) No reproduction, distribution, display, or performance is authorized under this subsection if — (A) the work is subject to normal commercial exploitation; (B) a copy or phonorecord of the work can be obtained at a reasonable price; or (C) 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 (A) and (B) 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).

Syllabi

Any Faculty members who are assigned with course work for teaching in designated curriculum shall submit appropriate Course Syllabi to VPAA 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:

- (a) Course title;
- (b) Course number;
- (c) Classroom;
- (d) Instructor's name and office location;
- (e) Office telephone number (also place on door please);
- (f) Faculty person's email address;
- (g) Faculty person's office hours;
- (h) Course description;
- (i) Course objectives;
- (j) Tentative schedule of class topics, assignments, and dates;
- (j) Textbook title and author;
- (k) Statement regarding prerequisite(s);
- (l) Attendance policy;
- (m) Class rules (e.g., no eating in classroom, cell phone);
- (n) Last day to drop without evaluation;
- (o) Lecture methodology

- (p) Written assignments
- (q) Clear delineation of grading system and evaluation methodology;

Standing Committees of GCU Faculty Members

GCU upholds and values any opinion and expectations from every staff member of GCU and communities; thus constituting seven standing committees to guide and direct university's operation and one external committee to support managerial decisions for administration. Each Committee consists of at least three faculty staff, one administrative staff, and one off-campus member appointed by the committee; and each committee shall elect one chairperson for each academic year; Committee meetings shall be scheduled and announced by the chair at least 10 days prior to the meeting via e-mail or telephone contact.

Executive Committee of the Faculty

Member:

Chair:

Member:

Responsibilities:

- (1) To be a consultative commission for the President
- (2) To work together with the School Head to define matters of concern to the Faculty and the University
- (3) To represent and advocate for faculty concerns and interests
- (4) To embody and facilitate effective, open, and constructive communication between faculty members and administrative officers
- (5) To provide leadership in cooperation with administrative officers in accomplishing GCU's general mission and goals

The Academic and Student Standing Committee

Members:

Chair:

Member:

Responsibilities: The Academic and Judicial Committee fulfills the following responsibilities on behalf of the committee

- (1) Reviews progress of students toward degrees,
- (2) Reviews Academic Probation cases
- (3) Communicates with the respective student and adviser
- (4) Recommends list of academic achievement scholarships
- (5) Considers disciplinary issues raised by the School Head, Instructor, member of the faculty, student, the Admissions Committee and recommends when appropriate, cases for expulsion to the Faculty.

The Graduate Level Education Committee

Members:

Chair:

Member:

Responsibilities: The Graduate Level Education Committee fulfills the following responsibilities on behalf of the committee

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

The Admissions Committee

Member:

Chair:

Member:

Responsibilities:

- (1) To read application files and interview prospective students;

- (2) To admit students in Degree Program;
- (3) To regularly evaluate the Admission Policies; and
- (4) 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.

The Graduation Committee

Member:

Chair:

Member:

Responsibilities:

- (1) To maintain oversight and review of the curriculum available to students of the University
- (2) To approve thesis topics, recommends candidacy to the faculty, and certifies completion of the degree work
- (3) To hear and act upon student request for exceptions
- (4) To approve advisers to Doctoral degree students from the Faculty List

Faculty Assessment Committee

Member:

Chair:

Member:

Meetings: In accordance with the applications for promotion submitted to the VPAA, VPAA prepare the agenda for the Faculty Assessment Committee, so that it can begin its work before the conclusion of the Fall Semester.

Responsibilities:

- (1) All reviews for promotion, tenurability, and tenure, are conducted by the Faculty Assessment Committee

Library and Publication Committee

Member:

Chair:

Member:

Responsibilities:

- (1) To review the information and research needs of the faculty, staff, and students
- (2) To determine appropriate ways of accomplishing those needs using the resources of the library, archives, media services
- (3) To seek ways to improve the use of the library by faculty, staff, and students
- (4) To consult the Director of Library to review library policies and procedures
- (5) To formulate and recommend to the faculty a collections development policies
- (6) To review publication material prior to official approval from the President
- (7) To recommend any journal entries or dissertation publications by the faculty members of GCU
- (8) To oversight any teaching-aide material applied in classroom activities

Steering Committee (New York Teaching Site)

Member: To be formed before January 1, 2008

Responsibilities:

- (1) To oversight overall operations of New York Teaching Site
- (2) To review admissions and administrative policies and procedures

II. General Policy of Faculty Employment

Recruitment

It is the practice as well as the policy at 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 Vice President for Academic Affairs (VPAA), Search Committee, or recruiting agent appointed by the VPAA screens the candidates. Final candidates are interviewed and a recommendation is sent to the President via the VPAA for final approval.

Initial Decisions on Appointment

In the School, the Head based on the recommendation of the search committee and/or School Head makes initial appointment decisions. After consulting with professors in the School, the Head sends a recommendation to the President through the VPAA accompanied by a completed contract, appropriate affirmative action forms, a transcript, curriculum vitae, and a complete Faculty Employment Form. The School Head 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 in the Office of the President).

Conditions of Appointment

Appointments must follow the affirmative action guidelines as described in the Affirmative Action Plan for Equal Employment copies of this plan may be obtained from the Vice President for Business Affairs (VPBA) who also serves as Affirmative Action Officer.

The usual expected minimum degree for employment is a terminal degree in the appropriate field; however, faculty with a lesser degree and compensatory qualifications can be appointed upon the recommendation of the President with the approval of the Board of Trustees. 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 level GCU expects. 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.

Promotions may be considered at any time the faculty member is judged to be performing at the level of the higher rank, and tenure may be granted on the same basis. Conversely, non-reappointment decisions can be made at the end of any contract period in accordance with Tenure Policies and Regulations of the GCU

Faculty Ranks

The GCU uses the usual faculty ranks for tenure-track positions. In ascending order, these titles are: instructor, assistant professor, associate professor, and professor. These ranks are used only to designate tenure-track positions. Individuals with these titles receive probationary term contracts and are entitled to the various notification processes appropriate to their rank. Faculty members may 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 at the date stated on the contract.

The Tenure Policies and Regulations of the GCU following operational criteria are used for initial appointment to the various ranks affects the qualifications for the tenure-track ranks. Please note that these criteria represent minimum standards and that individual schools have developed their own criteria, which may be more stringent.

Professor

The earned doctorate or an appropriate terminal degree, demonstrated ability to direct research in one's field, posted research results at one or more respectable and acknowledged professional society, evidence of continued growth may be show by scholarly contributions to one's field, eight or more years of experience in postsecondary education, and demonstrated teaching ability along with continuous standing relationship with staff and students is strongly required for appointment after appropriate review period to the rank of a professor.

Associate Professor

The earned doctorate or 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, and demonstrated teaching ability are usually required for appointment after appropriate review period to the rank of an associate professor.

Assistant Professor

The earned doctorate or 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, and demonstrated potential for teaching effectively at the college level are normally required for appointment to the rank of assistant professor.

Instructor

The rank of instructor is appropriate for one who is appointed to the faculty in the expectation that in the normal course, he/she will progress through the professional ranks in this or another institution but lacks, when appointed, the appropriate degree expected by his or her school for appointment as assistant professor. When the appropriate degree is obtained, an instructor will usually be promoted to assistant professor.

Faculty Development

Faculty members are expected to continue their intellectual development on-going study and sabbatical leave. On-going growth and competence is one of the issues discussed in faculty member's evaluations. GCU strongly advocates and implements 20% of faculty member's work load and time to be allocated and devoted to professional development. In addition, faculty members are encouraged to regularly attend professional society meetings and expenses are paid whenever possible. The expenses log or requisition form shall be submitted to the Office of Business Affairs with an approval of VPAA prior to the actual expenses accumulate to qualify for reimbursement.

III. Compensation and Benefits

Preface

In a tradition of shared governance, members of the Administration, particularly the Vice President for Business Affairs, 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 for Academic Affairs.

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- A. Payment of Salaries
 - B. University Retirement Plan
 - C. Early Retirement Plan for Tenured Faculty
 - D. Emeritus Status
 - E. Moving and Relocation Expenses
 - F. Benefit for the Professional Growth
 - G. Academic Provisions
 - H. Maternity Leave
 - I. Medical Insurance (proposed)
-

A. 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 the hours devoted 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. Forms are provided for the election of the above alternatives through the Office of Business Affairs. Explanation of deductions may be obtained from the Office.

B. University Retirement Plan - General Description

1. 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

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

3. 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 staff 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 with the Vice President 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.

4. Vesting

All employee and employer contributions are vested immediately.

5. 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.

C. 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.

Retirement Payments

Age on Retirement Date - based on an August 31st date in the year in which retirement will occur	Percentage of Final Salary Paid
55 to 58	150%
59 to 62	135%
63	120%
64	110%
65	100%
66 to 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.

D. 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.

E. 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 New York area where GCU campuses 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 the School Heads. Requests approved by the School Heads will be forwarded to The VPAA and VPBA for final approval.

F. Benefit for the Professional Growth

GCU highly values any growth in academic advancement of faculty staff of GCU; therefore GCU allocates financial resources on its budget for any academic growth by any members of GCU; in any case of recommended expenses, VPAA submits letter of recommendation for recognizable professionalism by faculty staff in accordance with Academic Heads of Schools to the Office of Business Affairs, and with an approval of President, VPBA allocates resources to aid faculty members on following occasions;

- 1) Thesis or Dissertation printed on recognizable Learned Society
- 2) Acknowledged Public Research Presentation
- 3) Presentation at Academic Seminar
- 4) Participation of well-recognized Academic Seminars
- 5) Research & Academic Investigation
- 6) Academic Publications

G. Academic Provisions

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 any paper-based material or electronic material to be circulated.

H. 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 VPAA. Should complications develop before the birthing time and require time off, university's leave and vacation benefits can be applied in accordance by written approval from VPBA. Under certain circumstances, it may be necessary to take a temporary leave of absence without pay (before or after the maternity leave), and to comply the request from the applicant, the 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.

I. Medical Insurance (Proposed)

1. Administered by

Anthem Blue Cross Blue Shield

2. Plan Year

January 1st - December 31st

3. Primary Plan

Anthem Blue Cross Blue Shield's HMO (Health Maintenance Organization) Healthkeepers Product.

4. Alternative Plans

Anthem Blue Cross Blue Shield's PPO (Preferred Provider Organization) KeyCare.

5. 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.

6. 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.

7. Cost

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

8. Enrollment

Full-time faculty is eligible for coverage on the 1st of the month following his/her 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 Department of Human Resources.

9. Waiver of Coverage

Faculty may choose to waive his/her enrollment in the University's health insurance plans and receive a \$500 taxable cash benefit if he/she has coverage elsewhere. The Department of Human Resources 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 Department of Human Resources.

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.

10. Health Insurance upon Termination

Health insurance coverage, for all full-time faculties, continues until the last day of the month in which he/she 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

Assistant Director, Benefits.

11. 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.

12. Health Insurance Portability and Accountability Act

The Health Insurance Portability and Accountability 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. If the certificate is not received within thirty (30) days, then please call the Director for the Department of Human Resources at (770) 279-0507 so that we may ensure one is mailed to you.

13. 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 Department of Human Resources.

IV. Appointment

- A. Revision Process
 - B. Statement of Terms of Appointment
 - C. Evaluation for Personnel Decisions
 - D. Termination of Appointment by the Faculty Member
 - E. Procedures for the Discontinuance of an Academic School or Program of Instruction Involving Possible Dismissal of Tenured Faculty
 - F. Termination by the Institution of Continuous Tenure or Termination of an Appointment before the end of the Specified Contractual Term
 - G. Academic Freedom
 - H. Grievance Procedures
 - I. General Policy on Student/Faculty Ratio
 - J. Recruitment Process
-

A. Revision Process

All sections in Chapter IV require approval of the Board of Trustees to amend.

The statement regarding revisions is as follows:

Revisions to this section may be proposed by a majority vote of the University Faculty, which are then transmitted through the President for the Board of Trustees' vote.

B. 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. Applicable terms of appointment are contained not only in the letter of appointment, but also in the Faculty Handbook of the University. 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 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.
- 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.
- 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.

- 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.
- 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.

Each of these appointment status categories is further explained and defined below.

1. Tenured Appointments

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 or Termination of an Appointment before the End of the Specified Contractual Term).

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 VPAA.

Before making a recommendation about tenure to the President, VPAA shall consult with and receive the recommendation of the School Heads, 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. (See Appendix: School-Specific Personnel Policies and Procedures.) Fulfillment of these criteria, however, does not necessitate a positive tenure decision.

2. Probationary Appointments (Tenure -Track)

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 VPAA, on recommendation of the School Heads, 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 VPAA in consultation with the School Head. If the request is approved, the date of the tenure decision will be postponed for a **maximum of six month**.

3. Three-Year Term Appointments

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.

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

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 section Probationary Appointments above, does not apply to any temporary and restricted appointment; nor are such appointments tenure eligible.

5. Continuing 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.

C. Evaluation for Personnel Decisions

1. University Standards for Tenure, Promotion, and Salary Decisions

Tenure, promotion, and salary 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.

2. 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 Head, the VPAA, 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 Head 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.

D. 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 VPAA 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.

E. Procedures for the Discontinuance of an Academic School or Program of Instruction Involving Possible Dismissal of Tenured Faculty

1. Whatever the source of the original recommendation to discontinue a School, the official process to discontinue must be initiated by the VPAA, at his or her discretion, after consultation with the appropriate School Head(s) and being convinced that there is a prima facie case for discontinuance.
2. The process should follow these steps:
 - (a) The VPAA will consult with the University Faculty Council about procedures not enumerated here that are deemed appropriate for the particular case.
 - (b) The VPAA 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 Head 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.

3. The External Review panel will consist of three experts with no connection to the University, one chosen by the VPAA, one by the School involved, and one by the University Faculty Council, 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.

4. The Internal Review Panel will consist of five faculty members, chosen by the University 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.

5. The Reassignment Panel will consist of the VPAA, the relevant School Head(s), and two faculty members appointed by University Faculty Council.

F. 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.

1. Terminations 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 Council 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.

University Faculty Council 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 Council will issue a written determination after review which will be forwarded to the affected faculty member(s), the VPAA, the President and the Board of Trustees. Council may go into executive session during the review

process. Council 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 before the end of the period of appointment, for medical reasons, will be based upon clear and convincing medical evidence which shall be reviewed by the University Faculty Council, 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.

2. 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 d, e or f as noted above, and any dismissal shall be effected pursuant to the procedure specified in the following:

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 (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; (2) informal inquiry by the duly constituted University Faculty Council 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; (3) a statement of charges framed with reasonable particularity by the President or his delegate. The informal inquiry by the Council shall take place before the end of the term of appointment with the intent of effecting adjustment. If no agreement is reached, the Council 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 Council with the rest of the Council 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 Council. A member of this Council 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 Council hearing the case will evaluate all available evidence and rest its recommendation upon the evidence in the record.
- The Council 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 Council hearing the case, and with the approval of the VPAA, 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 burden of proof that adequate cause exists rests with the institution, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
- The Council hearing the case will grant adjournments to enable either party to investigate evidence to which a valid claim of surprise is made.
- The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the institution will, insofar as it is possible to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. Also, the faculty member will be served notice of the names and nature of the testimony of any potential witnesses.
- The faculty member and the administration will have the right to confront and cross-examine all witnesses. Where a witness cannot or will not appear, but the Council determines that the interests of justice require admission of a statement by the witness, the Council will identify the witness, disclose the statement, and if possible provide for interrogatories.
- In the hearing of charges of incompetence or unheeded inadequacy, the testimony will include that of qualified faculty members from this or other institutions of higher education.
- The Council hearing the case will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.
- The findings of fact and the decision will be based solely on the hearing record.
- Except for such simple announcements as may be required, covering the time of the hearing and similar matters, 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, including consideration by the Board of Trustees. The VPAA 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 Council 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 VPAA. If the VPAA rejects the report, he/she will promptly state his/her reasons for doing so in writing, to the Council 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 Council 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 Council, 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 Council will either be sustained, or the proceeding returned to the Council with specific objections. The Council 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 Council's reconsideration.

3. Interim Suspensions

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 Council. 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.

4. 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 Council and/or the President) review whether this pay schedule is apt or just.

G. 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.

1. Academic Freedom of Non-Tenured Faculty

If a faculty member on probationary or other non-tenured appointment alleges that considerations illative of academic freedom significantly contributed to a decision not to reappoint him/her, his/her allegation will be given preliminary consideration by the University Faculty Council, 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 Council 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 Council, 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.

2. 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.

3. 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.

H. Grievance Procedures

These procedures are used for all grievances by members of the faculty, except those concerning dismissal proceedings. Dismissal proceedings are addressed in Termination by the University of Continuous Tenure or Termination of an Appointment before the End of the Specified Contractual Term above. The 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. The Grievance Committee's role is advisory only, and the final authority for action resides with the President and the Board of Trustees.

Grievances relating to reappointment, tenure, or promotion follow the procedure discussed in Item (1) below. Procedures to be followed in other grievances are discussed in Item (2).

1. Grievance Procedures Relating 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, VPAA must submit a written petition to the chair of the Grievance Committee and the VPAA 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 Committee on Committees.

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 VPAA 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 VPAA. The appropriate individual or committee shall reconsider the challenged recommendation and notify the faculty member, the VPAA, 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.

2. Procedures for 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 VPAA 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 aggrieved matter. 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 VPAA, and the President. In cases where the grievance is directed to actions of the President, the full report shall also be forwarded to the Rector of the Board of Trustees.

I. General Policy on Student/Faculty Ratio

Understanding the needs and popularity of any given provided courses per academic term, GCU's administration stipulates strong regulatory policy on student/faculty ration to be less than 30/1, and for better educational provision, Office of Business Affairs carefully monitors the ratio not to exceed recommended rate by allocating more faculty members for teaching through hiring and recruiting. With given current circumstances, VPBA and VPAA thrive collaborated effort to keep the ratio as low.

J. Recruitment Process

Any applicants for teaching position should submit 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 Heads files formal recommendation to the Office of Academic Affairs to be reviewed by VPBA, who drafts the employment contract per applicant and signs the contract before University President; where the applicant is issued with his/her own personal duties and responsibilities.

Georgia Christian University Statement of Ethical Values and Standards

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

- We 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 in the God's community.
- We serve our commitment to meet the educational needs of people, diverse in race and other socioeconomic attributes.
- Be passionately committed to the mission, vision, and elements of Georgia Christian University.
- We integrate a biblical worldview into all aspects of their professional lives.
- We demonstrate Christian living and obedience in personal growth, in the interactions of College life, and in dedication to Christian calling and service.
- We comply with policies and procedures established by the University.

* Each Board members of Georgia Christian University shall subscribe over his/her signature to the foregoing Statement of Ethical Values and Standards.

.....
AGREEMENT

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

Date: _____

Full Name: _____

Position at GCU: _____

Signature: _____

University Code of Conduct

INTRODUCTION

The mission of the 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. The GCU serves its commitment to meet 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 Christian University community and to model good citizenship in any community

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.

DEFINITION OF TERMS

1.1 Institution or University stated within this Code of Conduct means the Georgia Christian University and all its undergraduate and graduate schools, departments, and programs.

1.2 University-sponsored activity means any activity on or off University premises that is initiated, aided, authorized, or supervised by the University or recognized student organizations.

1.3 Complainant means a person who makes a complaint or reports a violation of the University Code of Conduct or other University regulations and policies.

1.4 Distribution means any form of sale, exchange, or transfer.

1.5 Group means a number of persons who are associated with each other, but who have not complied with University requirements for recognition as an organization.

1.6 Organization means a number of persons who have complied with University requirements for recognition.

1.7 Intentional means deliberate.

1.8 Reckless means 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.

1.9 Respondent means a person who has been accused of violating the University Code of Conduct.

1.10 Student means 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.

1.11 Faculty is any person hired by the University and any or all affiliated campuses to conduct classroom activities.

1.12 Weapon means 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. A harmless instrument designed to look like a firearm, explosive, or weapon which used to assault or threaten another person, is expressly included within the meaning of weapon.

1.13 University Official is 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.

1.14 University premises” includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University including adjacent streets and sidewalks.

1.15 The terms “shall” and “will” are used in the imperative sense.

1.16 The term “may” is used in the permissive sense.

1.17 The term “policy” is defined as any written rule or regulation of the University.

UNIVERSITY AUTHORITY

STUDENT CONDUCT ADMINISTRATOR

The Director 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 Director of Student Affairs as a student conduct administrator include:

- a. Determining the disciplinary charges to be filed pursuant to this Code of Conduct.
- b. 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.
- c. Maintaining all student disciplinary records.
- d. Developing procedures for conflict resolution.
- e. Resolving cases of student misconduct, as specified in this Code.

STAFF CONDUCT ADMINISTRATOR

The Director of Human Resources Department in the Office of Business Affairs 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:

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

SERVICES FOR 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.

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.

STUDENT RIGHTS AND RESPONSIBILITIES

Students enrolled or applying for Georgia Christian 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.

PROTECTION 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 “[Academic Record Correction Request Form](#)” (Appendix I) to the Office of Academic Affairs to conduct formal hearings or procedures to hear from the instructor in regards to the evaluation and the records per student.

PROTECTION AGAINST DISCLOSURE

Information about student beliefs, views, and political associations which faculty, staff, and administrators learn in the course of their work should 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

1. 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.

2. 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.

3. 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 does not disrupt the operation of the institution, is permitted.
- Groups and campus organizations may invite to hear any persons of their own choosing, subject only to the requirements of the use of institutional facilities and regulations of the university.
- Students' dress and grooming, of any style, are permitted subject to legal prohibitions.
- 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.

4. 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 full-time members of the institution's staff employed for that purpose and students employed by them who may have

access in line of employment. 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 Christian 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 following actions 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:

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

1. Academic Dishonesty

Academic Dishonesty means that student or faculty knowingly performed, attempted to perform, or assisted another in performing any act of academic dishonesty.

Georgia Christian 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 Christian University Policy.

All Georgia Christian 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 Christian University.

Furthermore, the University strongly believes that education and campus life is an on-going, 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.

The followings are the list of academic dishonesty 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 and faculty violator of these items shall face judiciary actions against him/her which may result in termination of employment agreement with the University:

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 in examination for another student or having another person at 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: A student commits an act of academic dishonesty when 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 (i) 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 (ii) defacing books from the library, or (iii) 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.

2. Other Acts of Dishonesty

- 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.

3. 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. 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.
- 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 University Catalog under Policies on Sexual Harassment. Sexual Harassment includes the followings:
 - a. 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.
 - b. Demanding sexual favors accompanied by implied or overt threats concerning one's job, or performance evaluation (grades).
 - c. 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.
 - d. 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.

4. Alcohol and Other Drug Related Misconduct

Georgia law prohibits possession or consumption of alcoholic beverages by those under the legal drinking age and prohibits making alcoholic beverages available to persons under the legal drinking age. The Georgia Christian University supports a program of alcohol education and expects those who choose to use alcohol to 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.

5. 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.

6. Weapons

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

Georgia Christian 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 excluding 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 to be reported to federal authorities in U.S.

In case of severe weather, please check with local weather forecast and school website for school closing. (Radio 94.1, Fox 5 news, http://www.gcuniv.edu/index_program.asp)

The University takes 3 R measures to deal with emergency situations recommended by the U.S. Department of Education: Readiness, Response and Recovery. We like to prevent all unsafe situations by asking all members of Georgia Christian University to use their common sense. GCU is pursuing more effective measures to contact students in case of emergency; the Department of Campus Security shall transmit electronic message (SMS) via student' cellular phone and his/her email account to exert alertness and readiness for safety.

7. Unauthorized Entry/Use of University Property/Facilities/Keys

- 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).

8. Student Housing

- Unauthorized entry, attempted entry, or remaining in restricted areas, including roofs, of any University-owned student residence.
- Failure to comply with policies established in various housing facilities for the protection of the privacy, rights, privileges, health or safety of the community. (See The Campus Housing Guidance published by the Department of Dormitory)

9. Gambling

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

10. 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 unwanted personal servitude for members;
- Forcing or requiring the violation of University policies, federal, state or local law.

11. Shared Responsibility for Violations

- 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.

12. Non-Compliance with Official Direction

Failure to comply with reasonable direction of University officials acting in performance of their duties.

13. Animals

Bringing an animal (including, but not limited to, cats, dogs, and snakes) into any University building, with the exception of guide animals, animals used for authorized laboratory purposes, or animals for which expressed permission has been granted.

14. Under aged visitors within the University Premises

Unless permitted by the President in advance, at any circumstances, members of University Community shall not be allowed to accompany his/her under aged children or siblings into the University Premises. When injuries or any other bodily damages occur within the University Premises either intentionally or unintentionally, the University shall not be liable or responsible for the damage.

15. Political Activities

Unauthorized use of University facilities or equipment for political activities.

16. Local, State, Federal Laws and Ordinances

Violation of a local, state, or federal law or ordinance violates this Code and is subject to proceedings under this Code which may go forward against the accused who has been subjected to criminal prosecution only if the University determines that its interest is clearly distinct from that of the community outside of the University. Ordinarily the University will not impose sanctions if public prosecution is anticipated or until law enforcement officials have disposed of the case.

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 patients 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 Endowment Department in the Office of Finance.
- 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 either to the President or to Provost.
- It is the University's firm decision not to retain any gifts or gratuities from vendors or any affiliates who may receive positive decisions to be profited.

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 will 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 business unit or other management of the University.

SANCTIONS

The purpose of sanctions is to provide a fair educational opportunity for all found responsible for their actions. The followings are the sanctions in discretion of judicial proceedings and decisions:

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 file in the Department of Student Affairs.

Disciplinary Probation: 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 Student Affairs, and additional copy shall be electronically stored in student's database for further reference.

Residence Probation: 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 Student Affairs, and additional copy shall be electronically stored in student's database for further reference.

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

Suspension: 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: Exclusion from the residence facilities for a specified period, or permanent removal from the residence hall.

Expulsion: 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 Student Affairs, and additional copy shall be electronically stored in student's database for further reference.

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 as deemed appropriate.

PROCEDURE - DISCIPLINARY CONFERENCE

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.

Faculties 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.
 - Witnesses that provide false information can be charged with violation.
 - 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.
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 responsible shall be followed by a deliberation as to sanction. The past disciplinary record of the respondent will only be supplied to the hearing body after a determination of responsible.
15. Any finding of responsible will 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 Executive Vice President for Academic Affairs (Provost) or his/her designee. Requests for appeals must be submitted in writing to the Provost 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 Provost 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 Provost 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. 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 Department of Admissions and Records.

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 removed 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 Provost until such time as they are destroyed in accordance with the destruction schedule established by the Provost in compliance with the schedule by the order of President.

CAMPUS SAFETY

Georgia Christian 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 excluding 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 to be reported to federal authorities in U.S.

In case of severe weather, please check with local weather forecast and school website for school closing. (Radio 94.1, Fox 5 news, http://www.gcuniv.edu/index_program.asp)

We take 3 R measures to deal with emergency situations recommended by the U.S. Department of Education: Readiness, Response and Recovery. We like to prevent all unsafe situations by asking all members of Georgia Christian University to use their common sense. GCU is pursuing more effective measures to contact students in case of emergency; the Department of Campus Security shall transmit electronic message (SMS) via student' cellular phone and his/her email account to exert alertness and readiness for safety.

CAMPUS EMERGENCY PROCEDURES

We acknowledge some emergency situations are inevitable despite of all our efforts to prevent such disasters or calamities. The contingency procedures for such events are as followed.

Please contact the Georgia Christian University office immediately at 770-279-0507.

Office will call 911 and ask for professional and appropriate help.

Please utilize the fire extinguishers located in case of fire.

Please exit buildings immediately in orderly manner, and follow direction by your instructors or administrative officers at GCU.

Please do not leave the campus until you are directed to do so since unsupervised actions may cause unexpected casualties.

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 Directors, on behalf of Georgia Christian 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 _____ at _____ in _____
Degree major Institution Year

_____ in _____ at _____ 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]*

[INSERT SUFFICIENT CONSIDERATION DETAIL SO THAT VISITING FACULTY CAN BE COMPENSATED PROPERLY eg, hours of work, monetary compensation per hour, etc.. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL AS ATTACHMENT B.]

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the VISITING FACULTY in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS]* provided that VISITING FACULTY shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than GCU faculty compensation plan. The VISITING FACULTY shall not be reimbursed for travel and subsistence expenses incurred outside the State of Georgia unless it

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 both endorsed for Purchase Order and Budget Execution Report submitted to GCU's Payroll Department in the Office of Business Affairs. *(It is strongly encouraged for GCU personnel to submit Purchase Order Form and Budget Execution Report 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 the other party's authorized representative.

- 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. Termination for Insufficient Funding. 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.
A. 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 subVISITING FACULTYs, 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) IF 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 (authorized signature and printed name)
Title
Date

2. GEORGIA CHRISTIAN UNIVERSITY:

By (authorized signature and printed name)
Title
Date

Employment Agreement - Part Time Faculty

This Employment Agreement is drafted by and between **Georgia Christian University (a.k.a. GCU)**, and _____(**employee**).

For good consideration, GCU shall employ and the Employee agrees to be employed on the following terms:

1. EFFECTIVE DATE:

Employment shall commence on _____, time being of the essence.

2. DUTIES:

Employee agrees to perform the following duties:

Employee is to conduct lecturing in the _____(School) of G.C.U with a job position of _____ related and programmed curriculum of Georgia Christian University. The Employee shall devote ____hours per semester to employment and expend best efforts on behalf of GCU. Employee further agrees to abide by all reasonable GCU policies on faculty regulations and decisions now or hereinafter existing.

3. TERM:

The Employee's employment shall continue for an academic term, beginning on the effective date (see above) of this agreement and ending on the last day of G.C.U's academic term and renewable for an academic year after review of performance said above and recommendation by the School Head and Executive Vice President for Academic Affairs to the President in consultation with the Human Resources Director.

4. COMPENSATION:

The Employee shall be paid the following compensation:

- a) Hourly Compensation: \$ _____ per hour, paid on the payroll schedule existing for other employees. G.C.U's normal payroll schedule is on the first day of following month.
- b) Additional monetary compensation shall be negotiable for any participation to the suggested extra-curricular activities of G.C.U.

c) Financial Subsidy or Monetary Reimbursement plan for procurement of requested stationary and supplements shall be notified in advance to the Office of Planning and Budgeting.

5. TERMINATION:

This agreement may be earlier terminated upon:

- a) Death of Employee or illness or incapacity that prevents Employee from substantially performing for one continuous month.
- b) Breach of agreement by Employee.
- c) The President and Executive Vice President for Academic Affairs shall conduct annually a performance review and will decide to continue employment or termination.
- d) One month notice required to terminate employment agreement by either party
- e) When the Employee was found by the GCU Faculty Assessment Committee to be responsible for any misconduct which interferes with university's goals and objectives.

6. MISCELLANEOUS:

- a) Employee agrees to execute a non-competent agreement as annexed hereto.
- b) Employee agrees to execute a confidential information and invention assignment as annexed hereto.
- c) This constitutes the entire agreement between the parties.
- d) Any modification must be in writing.

Signed this _____ day of _____, _____

(Employer) Paul C. KIM
President
Georgia Christian University

(Employee)