

LONGWOOD UNIVERSITY
BOARD OF VISITORS
September 11-12, 2015
Minutes

Friday, September 11, 2015

Call to Order

The Longwood University Board of Visitors met on Friday, September 11, 2015 in the Stallard Board Room in Lancaster Hall. The meeting was called to order shortly after 9 a.m. by Rector Colleen Margiloff.

Members present:

Mr. Stephen Mobley
Mr. Brad Schwartz
Mrs. Shelby Jones Walker
Mr. David Hallock
Mrs. Katherine Busser
Mrs. Marianne M. Radcliff
Mrs. Eileen Anderson
Mrs. Colleen McCrink Margiloff
The Hon. Robert S. Wertz, Jr.
Mr. Eric Hansen
Mr. Michael Evans
Ms. Pia Trigiani
Mr. Lacy Ward

Also present:

President W. Taylor Reveley IV
Dr. Joan Neff, Provost and Vice President for Academic Affairs
Mr. Kenneth Copeland, Vice President for Administration and Finance
Ms. Victoria Kindon, Vice President for Strategic Operations
Dr. Tim Pierson, Vice President for Student Affairs
Mr. Troy Austin, Director of Athletics
Ms. Courtney Hodges, Vice President for Institutional Advancement
Mr. Justin Pope, Chief of Staff
Dr. Lissa Power-deFur, Faculty Representative
Ms. Constance Garner, Student Representative
Ms. Parker York, Staff Advisory Committee Representative
Mr. Bart Mitchell, Longwood University Foundation
Mr. Cameron O'Brion, Office of the Attorney General

Rector's Welcome and Approval of Minutes and Consent Agenda

Mrs. Margiloff welcomed the Board and noted the anniversary of the September 11, 2001 terrorist attacks. She welcomed Michael Evans to his first meeting as a member of the Board, along with new representatives to the Board. She requested a motion to approve the minutes of the June meeting and the consent agenda, specifically regular updates and standard approvals as follows: update of positions referenced in certain policies to reflect new responsibilities due to recent personnel changes; approval to purchase real property related to the Archaeology Field School; approval of regularly updated Six-Year Plan as required by SCHEV; approval of appointments to the Longwood University Real Estate Foundation Board; approval of resolution to authorize financing for capital projects, specifically the Upchurch University Center; updates to the Memorandum of Understanding between the University and the Longwood University Foundation regarding the Longwood Center For the Visual Arts (LCVA); update to the Psychological Emergency Policy, as required by Virginia Code; and updates to the University Non-Discrimination and Sexual Misconduct Policies, as required under updated and new state and federal guidelines and laws.

President's Report and Discussion

President Reveley described the ambitious schedule of events for the weekend and discussed progress for Longwood on several fronts, even at a time of continued upheaval across higher education. He provided an update on enrollment and retention, campus visits, applications and alumni participation. He noted continued progress this past year on salaries and said continuing to address shortcomings is both a university and a moral imperative.

He introduced Joan Neff, who said her impressions of Longwood have only become more positive since she started during the summer. She discussed priorities including the general education curriculum revision, the dean search for Cooke-Cole College, workload and compensation. Dr. Pierson praised her approach during her first months on the job.

Vice Presidents Copeland, Pierson, and Hodges, along with Mr. Austin, provided brief updates on their areas of work. Several Board members expressed appreciation to Ms. Hodges for providing a new level of clarity in reporting philanthropic metrics to the Board, and expressed their congratulations on the recent gifts of \$2 million and \$1 million, respectively, from the Sharp family and from Dr. Ray Gaskins. Mrs. Busser asked that the Board also be regularly provided with a figure on the university endowment.

Ms. Kindon provided a detailed report on retention efforts, including targeting of programs to high-risk students and mentoring. There was a discussion of statewide admissions trends and potential future impact on Longwood. President Reveley noted in response to a question about

rankings that Longwood is now ranked by U.S. News as a top-10 regional public university in the South.

During general discussion, Dr. Pierson provided an update on Title IX training and communication efforts for students returning to campus for the current semester, noting Longwood's 97-percent completion rate for online training modules was the envy of institutions across the Commonwealth.

Mrs. Margiloff introduced Ryan Catherwood, the new alumni director, who thanked Nancy Shelton for her help during the transition and gave an overview of his goals. He also discussed the recent transition that organizationally pairs Alumni Relations and Career Services.

Reports of Representatives to the Board

Ms. Garner provide an update on student concerns, saying diversity remains an important topic on campus and she believes Longwood has responded well to some recent issues. She provided an update on a bicycle sharing program and other SGA activities.

Dr. Power-deFur thanked the Board and the president for taking faculty compensation seriously, while noting the need for continued progress. She also expressed her appreciation to Dr. Neff for her interest in faculty workload concerns. She provided an update on work faculty have done over the summer, including activities in teaching, scholarship and continued education. She noted the importance of an early childhood education program and expanded child-care resources to the faculty.

Mr. Mitchell provided an update on the University Foundation, noting an endowment figure of \$57 million, total assets under supervision of \$77 million, and a net return for fiscal 2015 of 5.8 percent. He noted new members of the Foundation Board.

Ms. York spoke on behalf of the Staff Advisory Committee, noting programming and goals for the upcoming year.

Members of the Board and vice-presidents then broke for lunch and meetings of the strategic priorities groupings, as follows:

Retention and Graduation: Anderson and Schwartz (with VPs Kindon, Neff and Pierson)

National Marketing: Radcliff and Wertz (with Austin, Hodges and Kindon)

Foot Traffic by Alumni and Friends: Mobley and Hallock (with Austin and Hodges)

Prosperity of One of America's Oldest Two-College Communities: Walker and Ward (with Pierson and Pope)

Strengthening the University Community: Busser and Evans (with Copeland and Neff)

Organization, Structuring, and Governance: Hansen and Trigiani (with Copeland and Pope)

Afternoon Session

The meeting reconvened at 1:40 p.m. and heard brief reports from the strategic priorities groupings on their meetings.

Mrs. Margiloff requested a motion to go into closed session pursuant to Virginia Code Section 2.2-37(A)(3), A(8) and A(2) to discuss the acquisition of real property, potential gifts bequests and fundraising and student disciplinary matters. Mr. Mobley so moved, Mr. Hallock seconded and the motion was approved unanimously.

Mrs. Margiloff requested a motion to exit closed session. Mr. Evans so moved, Mr. Mobley seconded and the motion was unanimously approved. The Board voted unanimously by individual voice vote to certify compliance with the Virginia Freedom of Information Act and return to open session.

University Master Plan

Mr. John Kirk of the planning firm Cooper, Robertson & Partners led a presentation of final concepts – the “Preferred Plan” -- for the University Master Plan. Summarizing the process to this point, Mr. Kirk reported Cooper, Robertson and the University had worked together over the past fiscal year to generate multiple planning options to illustrate how future program elements could be arranged on and around campus. These options were evaluated for program conformance, place-making qualities, feasibility, cost and benefit, and general adherence to Longwood’s strategic priorities. Working closely with University leadership and staff, Cooper Robertson combined and refined the options to develop a recommended conceptual master plan. The results of this phase were presented to the Board of Visitors at its June meeting, and approved.

Mr. Kirk then presented further refinements to the conceptual master plan to address specific building models, campus infrastructure needs, transport and landscape planning, phasing and other matters. These elements constitute the final concepts of the “Preferred Plan” which the University aims to finalize and complete by December.

Mrs. Busser introduced a motion to approve final concepts of the Preferred Plan to be included in the University Master Plan for finalization and publication over the course of the fall semester. Mr. Hansen seconded and the motion was approved unanimously.

There being no further business, the meeting was adjourned 4:50 p.m.

Saturday, September 12, 2015

The Board assembled on Saturday at 9 a.m. in Stallard Board Room. All members from the previous day were present except Mrs. Busser, Mr. Schwartz, Mr. Mobley and Ms. Radcliff.

Dr. Larissa Smith Fergeson, Dr. Wade Edwards, Dr. Sharon Emerson-Stonnell and Dr. Sarai Blincoe, representing the Academic Core Curriculum Committee, led a presentation and discussion on their progress developing a revised general education curriculum. They reviewed the Core Curriculum Reform process and timeline, including opportunities for student input, and presented guiding principles of the new core curriculum along with draft student learning goals and outcomes. They discussed initial ideas about potential structure and “scaffolding” that are currently receiving feedback from faculty. In response to questions, members of the committee and the provost also discussed in further detail the timeline for a potential rollout for the new curriculum, beginning with pilot courses next year, and the challenges of “teaching out” the old general education curriculum while implementing a new one. They discussed the place of career and job preparation skills in the new curriculum. There was also further discussion of the potential impact of the new curriculum on faculty workload, charges and course credits, professional development and staff needs, and other issues that might accompany the rollout of the new curriculum.

There being no further business, the meeting was adjourned at 10:45 a.m. so members could attend the dedication of the Maugans Alumni Center.



Edits, Updates, and Amendments Regarding Policy, Procedure and Planning

These items concern regular updates and standard approvals as follows: update of positions referenced in certain policies to reflect new responsibilities due to recent personnel changes; approval to purchase real property related to the Archaeology Field School; approval of regularly updated Six-Year Plan as required by SCHEV; approval of appointments to the Longwood University Real Estate Foundation Board; approval of resolution to authorize financing for capital projects, specifically the Upchurch University Center; updates to the Memorandum of Understanding between the University and the Longwood University Foundation regarding the Longwood Center For the Visual Arts (LCVA); update to the Psychological Emergency Policy, as required by Virginia Code; and updates to the University Non-Discrimination and Sexual Misconduct Policies, as required under updated and new state and federal guidelines and laws.

**BOARD OF VISITORS
Memorandum of Policy Changes**

Consent Agenda

Justification: Positions mentioned in the following policies have been amended to reflect new responsibilities due to recent personnel changes.

<u>Policy#</u>	<u>Former Title</u>	<u>New Title</u>
1008	Senior Accounting Officer	Director of Materiel Management & Financial Operations
1010	Assistant Vice President for Financial Operations	Director of Materiel Management & Financial Operations
4202	Administration and Finance Officer	Vice President of Administration & Finance
4204	Assistant Vice President for Financial Operations	Director of Materiel Management & Financial Operations
4305	Assistant Vice President for Financial Operations	Director of Materiel Management & Financial Operations
5213	Chief Administration and Finance Officer (CAFO)	Vice President of Administration & Finance
5220	Vice President of Facilities and Real Property	Vice President of Administration & Finance
5401	Director of Materiel Management	Director of Materiel Management & Financial Operations
7203	Vice President of Facilities Management	Vice President of Administration & Finance
7204	Director of Facilities Management	Executive Director of Facilities Management
7211	Director of Facilities Management	Executive Director of Facilities Management

**BOARD OF VISITORS
ADMINISTRATION, FINANCE, FACILITIES, AND TECHNOLOGY**

ACTION ITEM

Approval to Purchase Property

ACTION REQUESTED: On behalf of the President, I move that the Board of Visitors approve the University to acquire the property located at 2082 Black Walnut Road, located in the Town of Randolph, Halifax County, Virginia.

RATIONALE: The University has leased the property located at Black Walnut Farm since November of 2001 for the Archaeology Field School. In 2012, the Longwood University Board of Visitors named the Field School in honor of Dr. James W. Jordan for his contributions to science, his students, the University, and the cultures that he has helped illuminate through archaeological research. The property at Black Walnut Farm was recently purchased by REW Land, LLC and an agreement established for selling the Field School parcel to the University. The purchase will continue to provide students the opportunity to engage in archaeological research projects throughout the year and enhance the learning experience.

BACKGROUND: The Archaeology Field School was not part of the Campus Master Plan approved by the Board of Visitors in September, 2008 but was leased by the university since 2001 for educational purposes. The Field School will be incorporated into the new University Master Plan.

Longwood University

2015 SIX-YEAR PLAN

Part II (Narrative)

Part II (Narrative) of the Six-Year Plan contains the following sections. Please be as concise as possible with responses.

- A. Institutional Mission – Please provide a statement of institutional mission and indicate if there are plans to change the mission over the six-year period. Any changes to institutional mission must be formally submitted to SCHEV for review and approval.**

Longwood University is an institution of higher learning dedicated to the development of citizen leaders who are prepared to make positive contributions to the common good of society. Building upon its strong foundation in the liberal arts and sciences, the University provides an environment in which exceptional teaching fosters student learning, scholarship, and achievement. As the only four-year public institution in south central Virginia, Longwood University serves as a catalyst for regional prosperity and advancement.

Approved by the Longwood Board of Visitors, July 1997.

A new strategic plan was approved by Longwood's Board of Visitors in September, 2014. Among its key principles and priorities: transforming lives, improving retention and graduation, a cutting-edge curriculum, regional prosperity and improved organization, structure, and governance.

- B. Strategies – Describe in more detail strategies proposed in the spreadsheet. Identify each strategy with the title used in the spreadsheet.**

1) Improved Retention and Graduation Rates

Objective: 2 – Optimize Student Success for Work and Life (especially 2.2 “provide effective academic and student services focused on persistence and completion” and 2.3 “increase on-time completion of certificates and degrees”).

(carried over from previous six-year plan). Upon assuming office in the summer of 2013, President Reveley identified his top strategic priority as a systematic, cutting-edge effort to raise the University's retention and graduation rates to the top of its peer group, and to become a model for the Commonwealth and beyond. This is also a top priority of the university strategic plan. While Longwood's completion rates are currently strong for peer institutions, too many students begin a path toward a degree and fail to complete. The goal is to ensure that every student who enrolls in Longwood has an opportunity to complete a degree, thus enjoying – and contributing to the Commonwealth – the substantial economic and citizenship benefits that a completed degree carries. Retention is also critical to the financial strength of the institution.

Longwood has been engaged in a data-driven process to identify the most promising practices in improving graduation and retention rates, particularly for low-income students and those pursuing degrees in STEM-H fields.

That process has identified ensuring adequate student support staff as critical and cost-effective mechanisms to keep students on path to graduation, and we believe boosting support in these areas would help more students finish. Under the Enhanced Student Success program (continued from 2014-2020 Plan) Longwood will look to increase and better train support staff such as tutors and counselors to work with identified at-risk students to overcome obstacles and ensure they have the study skills, academic support and confidence to move toward degree completion.

Other targeted areas for investment in retention:

- **Software and other technological tools to develop a stronger “big data” understanding of factors in student success and risk.** These tools can provide “early warning radar” that identifies students who are struggling in courses, or falling off-track on their degree path, in time to intervene successfully.
- **Summer bridge program for at-risk students.** Such programs, which have provided extremely valuable and cost-efficient at other institutions, would help incoming students with lower levels of preparation improve their success rates in their first college courses – a key determinant of overall graduation success.
- **Mental health counseling and partnerships with parents to help students through their transition to college.** We believe such investments will be extremely cost-effective, particularly when focused on the first weeks of college, when students are at most danger of growing discouraged and dropping out.

2) Strengthening the Commonwealth and Region

Longwood is the only four-year public university serving roughly 7,500 square miles of Southside, Virginia, and a key priority identified in our 2014-18 Strategic Plan is to serve our community and region. The following initiatives would contribute directly to that goal:

Objectives 1 and 4

- **Early Childhood Education.** Longwood is working to design and implement a comprehensive early childhood services program – an area of extraordinary need across our region. Components of the initiative will include an academic program to prepare new graduates, as well as regional professionals working in the field, training and certification in early childhood development. The initiative builds upon a strong body of research demonstrating the return on investment and value of early childhood development training, as well as the wide disparities in access to well-designed and implemented early childhood programs that exist between low-income and high-income communities across the Commonwealth.

(especially objective 1.1 “Expand outreach to PK-12 and traditionally underserved populations”).

- **New and Expanded Health Profession Degrees (Continued from 2014-2020 Plan).** We will work to continue to expand capacity in our traditional nursing and new RN-to-BSN program, for which demand severely outstrips supply, and potentially expand capacity to offer nursing degree tracks at offsite locations such as Martinsville.

(especially objectives 4.1 “Build a competitive, future-ready workforce for all regions and E.6 “Increased degree production in the areas of STEM-H.)

- **Additional faculty, particularly in popular majors with strong workforce demand, and to expand Cyber-Security Initiative.** Longwood is seeing exceptional demand in programs such as nursing, exercise science, therapeutic recreation, graphic design and programs related to Longwood’s cutting-edge Cyber-Security Initiative (In 2012 Longwood re-allocated funds to establish a secure cyber-security lab, and has been designated a National Center of Digital Forensics Academic Excellence by the Defense Cyber Crime Center – the first institution in Virginia, and just the third nationally, to receive that designation). Longwood faculty overall currently carry an exceptionally heavy teaching load – four classes per semester on average. This initiative carries over from the 2014-2016 biennium and would provide additional faculty positions in heavily enrolled programs, and replace lecturers, some of whom do not have their terminal degrees, thus causing accreditation review and forcing us to turn away well-qualified students from these programs. New faculty positions will provide the necessary increase in course offerings to meet current and future student course demands necessary for students to complete their degrees on schedule.

(especially objectives E.6 “Increased degree production in the areas of STEM-H” and 2.3 “Increase on-time completion of certificates and degrees”)

- **Expanded outreach across Southside.** In recent years, Longwood’s satellite program in Martinsville has expanded from four students to nearly 50 expected this coming fall, in programs in elementary education and social work, and Emporia has grown from none to 16. Longwood would be interested in expanding offerings at SCVHEC in South Boston but believes a full-time onsite director would be essential to the success of any program.

(especially objective 4.1 “Build a competitive, future-ready workforce for all regions”)

3) A new general education curriculum: a foundation of learning for every graduate

Objectives 2 and 3 (Especially 3.2 “Cultivate innovations that enrich quality, promote collaboration and improve efficiency.”)

(appeared in previous six-year plan as “Review and Revise General Education Requirements). Over the previous year, Longwood has been engaged in a systematic review of its general education curriculum – the courses required of every Longwood graduate to ensure he or she is prepared for citizen-leadership and the workforce. Faculty have been working to identify key learning goals, and align those goals with the learning goals of SCHEV, the mission of the institution, and the needs of the Commonwealth. They are also working to develop a system of assessment to ensure those goals are met.

The general education review is critical to the mission and broader strategic goals of the university. What has become increasingly clear since the previous plan is the extent to which the design and implementation will facilitate faster and more successful degree completion, by ensuring the courses students need to graduate are more readily available, and more efficient

academic operations than the current general education program. It will more strongly align student learning with the needs of the Commonwealth and the demands of the 21st-century workforce.

The curriculum will be finalized in academic year 2015-16 and rolled out over the course of the following two academic years. It will require funding to design and develop courses, and build a team of faculty and staff to ensure student success.

4) **Undergraduate Research**

Objective: 2 (especially 2.1 “Strengthen curricular options to ensure that graduates are prepared with the competencies necessary for employment and civic engagement”).

(appeared in previous plan under “Implement the Quality Enhancement Plan”). This initiative would support implementation of the Quality Enhancement Plan (continued from 2012-2018 Plan): The QEP, required by our accreditors, is a five-year plan to improve our preparation of students for civic life and the workforce. The focus of Longwood’s QEP is developing undergraduate research opportunities, which a wide body of research shows improve the essential skills both for the 21st century workforce and society at large -- critical thinking, information literacy, and written and oral communication. Studies also show undergraduate research experiences improve student engagement and retention. The QEP also, of course, advances research projects by faculty on important issues for the region, Commonwealth and nation -- particularly STEM-H fields such as cybersecurity, environmental science -- and provides critical preparation for the growing number of Longwood students who continue their education in graduate school.

Finally, summer research opportunities facilitate greater year-round use of facilities by students. They also provide financial support to students that helps them stay on course to graduate and lessens loan debt after graduation. In 2013, Longwood launched a new summer STEM research program – PRISM (“Perspectives on Research in Science and Mathematics”). This initiative is highly successful but currently is available to only a small number of students.

5) **Faculty equity, retention and promotion pool**

Objective 3 (Especially 3.3 “Foster faculty excellence, scholarship and diversity”)

A 2012 Compensation report commissioned by the Longwood Board of Visitors found Longwood faculty and staff significantly lagged peer institutions across the Commonwealth and nation, particularly factoring in the exceptionally heavy teaching load Longwood faculty carry (among the very highest of any four-year university in the state, according to JLARC). Longwood has internally funded merit-based increases to the salary pool in recent years, and this year faculty and staff will receive the 2% increase for state employees. However, average compensation remains below the competitive targets set in the compensation reports. Attracting and retaining the most able faculty to our rural campus is an absolutely essential component of our full range of strategic goals.

C. Financial Aid – TJ21 requires “plans for providing financial aid to help mitigate the impact of tuition and fee increases on low-income and middle-income students and their families, including the projected mix of grants and loans.”

This past March, Longwood’s Board of Visitors announced the university would hold tuition and fee increases below 3 percent for the second consecutive year. On top of the 2014-15 increase, Longwood’s 2-year price increase is by far the smallest seen at any Virginia public university since 2001-2002.

Meanwhile, Longwood continues to work to make more institutional student aid available as well. A new strategic plan for the Longwood University Foundation is narrowing its focus to concentrate almost entirely on raising and distributing private dollars as scholarships for Longwood students. The Longwood University Foundation expects to contribute nearly \$1.6 million to student financial aid this coming year, up 5 percent from a year ago and up 34 percent compared to five years ago.

Longwood noted in the previous six-year plan that the University had recently changed the way it awards financial aid, to increase aid awards to the neediest students and extending grant eligibility to middle-income students. We have followed up on the initiative with a related one to streamline and distribute more effectively and fairly the allocation of institutional aid to students. Previously, students were divided into a relatively small number of bands of need. Students in the same band would receive identical awards even though they could in some cases have non-trivial differences in need. Longwood is moving to an “algorithmic” model that determines aid awards based on the precise demonstrated need of an individual student, not the range into which they fall. This will have the effect of channeling aid dollars more efficiently to the neediest students.

About 71 percent of Longwood students receive some form of financial aid to offset their educational costs. About 26 percent of Longwood undergraduates receive Pell Grants – the federal aid program for college students from the very lowest-income families.

D. Evaluation of Previous Six-Year Plan – Summarize progress made in strategies identified in 2014-15 Six Year Plan. Note how additional General Fund support, savings and reallocations were used to further the strategies.

This year’s plan has been re-organized to reflect more focused strategic priorities consistent with the university strategic plan, and many of the strategies identified two years ago now fall into new categories. There has also been progress on several additional strategies that were included two years ago and have been at least partially funded internally and through reallocations.

An update on some items from the previous six-year plan:

- New Degree Audit System. “Degree Works,” a new degree audit software system, is up and running.
- Develop an RN-to-BSN Program. The program is up and running and enrolled its first students this spring.

- Implement the Quality Enhancement Plan (now part of the Undergraduate Research Strategy). The plan has been approved by SACs, and a director of undergraduate research has been hired and has begun work on implementation.
- Implement the Center for Excellence in Environmental Education Initiative. A director was hired and began programming.
- Graphic Design Animation and Simulation. The program has been developed, hired faculty and enrolled its first class, proving exceptionally popular.
- Technology-enhanced instruction. Longwood has broadened its online/hybrid course offerings from 228 courses enrolling 2,764 students in 2012 to 456 courses enrolling 5,346 students this past academic year.

E. Capital Outlay – Note any capital outlay projects that might be proposed over the Six-Year Plan period that could have a significant impact on strategies, funding, or student charges. Do not provide a complete list of capital projects, only those projects that would be a top priority and impact E&G and NGF costs.

Capital projects that are top priorities for Longwood and impact E&G and NGF costs include the following:

1. Construct Student Success Center

O&M for 2017: \$306,564

Blended Objective: 2

The Student Success Center is a pool project that has been approved through construction. Funding of \$627,000 is needed to purchase furniture, fixtures, and equipment, thus completing the project.

The overall project constructs a 25,000 gross square foot facility which will provide a central location for academic support, career advising, and other vital services focused on improving student retention and graduation rates. The coordinated and co-located services will assist and enable students as they move through academic transition points by providing support during the key freshman year, enhancing academic and leadership skills, and providing academic and career advising services.

2. Construct New Academic Building

O&M for FY20: \$561,000

Objectives 2 and 3

The New Academic Building is a pool project that has been approved through detailed planning. This project constructs a 42,000 gross square foot academic building that will provide approximately 75% of the additional academic space required for Longwood's anticipated future enrollment in one cost-effective project. The New Academic Building will contain classrooms, collaborative learning space, student research and inquiry space, a library outpost, the Center for Academic Faculty Enrichment, digital and distance learning facilities, other academic support space, and faculty offices.

The New Academic Building will provide space and support for expanded student research and STEM-H programs, such as the summer STEM research program, development of new health profession degrees, and an expanded office of sponsored programs and research.

3. Construct New Admissions Office
O&M for FY19: \$166,000

Objective: 1

The New Admissions Office is a pool project that has been approved through detailed planning. The project will replace Longwood's current small and outdated Admissions Office with a 21,000 gross square foot building that will adequately support growth in prospective student visits and enrollment.

This replacement facility will include a large reception area, display and information areas, and adaptable conference and presentation rooms for interviews, group presentations and community outreach events. The New Admissions Office will signify that Longwood is a leader of higher education in both the Southside Virginia region and throughout the Commonwealth.

4. Replace Steam Distribution System Wheeler Mall

Objective 3

This project will replace, repair, and reconfigure elements of the underground steam distribution system in the Wheeler Mall area of the Longwood campus. This project is a direct result of defects and deficiencies noted in a recent comprehensive study of the university's campus steam distribution system. A single overall project addressing all the problems in this area will be more cost effective and create less overall disturbance than a piecemeal approach of spot repairs and replacements.

5. Construct New Physical Plant Building
O&M for FY22: \$1,234,000

Objectives 3 and 4

This project will replace the current small and outdated Bristow Building with a new 70,000 gross square foot building for the Facilities Division and the Materiel Management Department. In the more than 40 years since the Bristow Building was built, enrollment has more than doubled, as has Longwood's building infrastructure, and the current facility no longer meets the functional needs of the Facilities Division or the Materiel Management Department.

In addition, the Bristow Building sits in a highly visible location at one of the main approaches to the Longwood campus. The New University Master Plan 2025 (currently in the final draft stage) recognizes that a maintenance facility with its associated equipment parking, delivery trucks, and storage and service areas is no longer the best and highest use for this very-public location.

6. Renovate Heating Plant Facility
O&M for FY21: \$68,040 (GF) \$57,950 (NGF)

Objective: 3

This project will renovate the Old Heating Plant to install a new central chilled water distribution system. As part of this project, two electrically-driven chillers of 1,250 tons capacity will be installed, and a new underground piping system to distribute chilled water to buildings in the north and central areas of campus will be constructed.

Construction of this facility will result in significant improvements to Longwood's campus infrastructure, reducing energy and maintenance costs and improving reliability.

7. Construct Athletic Facilities
O&M for FY18: \$446,000

Objective: 2, 3 and 4

This is an umbrella project that will construct seven athletic facilities phased in over a multi-year period. Two of these projects are also necessary for Longwood academic initiatives, and one is strategically designed to increase community involvement with Longwood Athletics and the foot traffic between campus and downtown Farmville to enhance regional economic development.

8. Construct Performing Arts Center
O&M for FY22: \$576,000

Objectives 2 and 4

This project will construct a new 500-seat assembly and performance hall with rehearsal facilities and additional Music Department space. The proposed site, as identified in Longwood's New University Master Plan 2025, is the current location of the university facilities operations building, Bristow Building.

The Performing Arts Center will fill a void for a wide variety of academic, student life, and community activities. It will be the only venue of this type and size in an eight-county area where lectures, visiting speakers, theatrical performances and civic gatherings can occur, thus greatly enhancing the interaction of the university community with the citizens of the surrounding region.

9. Construct East Madison Street Parking Garage
O&M for FY22: \$288,000

Objectives 3 and 4

This project will construct a multilevel parking structure for approximately 466 vehicles in Longwood University's north campus area adjacent to East Madison Street. One of the chronic physical deficiencies of Longwood's campus is the lack of convenient, easily accessible parking for meetings, conferences, and other events. This project will offer parking support for a variety of university and community events.

10. Expand and Renovate Willett Hall
O&M in FY21: \$1,134,000 (GF) \$419,000 (NGF)

Objectives 2, 3 and 4

This project will renovate and expand Willett Hall to include a large multifunction assembly addition, new offices, classrooms, and athletic space. The multifunction assembly space will be a three-level facility suitable for university convocation exercises, lectures and cultural events, large performances, basketball and other indoor sports events, and indoor sports practice. This assembly space will be available to the Farmville and Southside Virginia communities for business trade shows, local civic events, K12 athletic competitions and graduation events, and education fairs. The project also includes new instructional and academic office space to support education and outreach programs, including the Department of Health, Athletic Training, Recreation and Kinesiology (HARK), which is a rapidly growing program in need of additional space.

Willett Hall is one of only two existing buildings on Longwood's campus that contains significant assembly space. Over the years, the demands on the space in Willett Hall have increased dramatically, as Willett has emerged as the de facto activity hub of Longwood University, hosting academic, student, and community activities and events. There is now a significant decrease in space and time available for other previously accommodated activities, which restricts Longwood's ability to serve its campus constituents and help fulfill the venue needs of the local community and the Southside Virginia region.

E. Restructuring – This section pertains to Level II and Level III institutions:

- i. Level III and Level II institutions: please provide a list of any items that you feel need clarification under your existing authority (i.e., ability to provide employees with an early retirement plan). Please list any additional concerns or issues.
- ii. Level II institutions: there was proposed legislation in the 2015 Session that would have granted "Level 2.5 authority". Level 2.5 provided each institution with the three areas as authorized under the original Level 2 legislation (IT, capital outlay & procurement) plus some additional administrative and financial authority with the same post-audit checks and balances that Level III institutions operate under in order for these authorities to continue.
Please list areas, issues, or specific items of additional authority that you would request through legislation and/or renegotiated management agreements.

Additional authority on capital projects would be beneficial. While we have not specifically contemplated requests for other additional authorities, we always welcome the opportunity to work with the Commonwealth and other institutions on ideas for providing more flexibility to reduce overall costs.

BOARD OF VISITORS
Ratification of Real Estate Foundation Board Members Requested

Consent Agenda

Justification: The Bylaws of the Longwood University Real Estate Foundation (REF) require Board of Visitors approval for appointment to the REF Board.

Otis Brown, previous Vice-Rector to the Longwood University Board of Visitors and Greg Fawcett, Principal, Piedmont Securities of Davidson, North Carolina have been nominated by the REF Board and have agreed to serve. Mr. Brown will serve the unexpired portion of the term of the late Barry Case through June 30, 2016 and Mr. Fawcett will serve a three-year term to expire June 30, 2018.

**RESOLUTION OF THE BOARD OF VISITORS OF
LONGWOOD UNIVERSITY
VIRGINIA COLLEGE BUILDING AUTHORITY FINANCING AUTHORIZATION**

WHEREAS, pursuant to and in furtherance of Chapter 3.2, Title 23 of the Code of Virginia of 1950, as amended (the "Act"), the Virginia College Building Authority (the "Authority") developed a program (the "Program") to purchase debt instruments issued by public institutions of higher education in the Commonwealth of Virginia ("Participating Institutions" and each a "Participating Institution") to finance or refinance projects of capital improvement ("Capital Projects" and each a "Capital Project") included in a bill passed by a majority of each house of the General Assembly of Virginia (the "General Assembly");

WHEREAS, under the Program the Authority from time to time issues its Educational Facilities Revenue Bonds (Public Higher Education Financing Program) ("Pooled Bonds") to finance the purchase or refunding of debt instruments issued by Participating Institutions to finance or refinance Capital Projects;

WHEREAS, if a Participating Institution desires to finance or refinance a Capital Project through the Program it must enter into a loan agreement with the Authority, under which: (i) the Participating Institution will issue its promissory note pursuant to Chapter 3, Title 23 of the Code of Virginia of 1950, as amended, to evidence a loan to it by the Authority; (ii) the Authority will agree to issue Pooled Bonds and use proceeds thereof to purchase the promissory note; (iii) the Participating Institution will agree to use proceeds of Pooled Bonds, loaned to it and received in exchange for its promissory note, to finance or refinance the Capital Project and to not take actions that may jeopardize any federal tax-exempt status of interest on Pooled Bonds allocable to financing or refinancing the Capital Project; and (iv) the Participating Institution will agree to make payments under the promissory note in sums sufficient to pay, together with certain administrative and arbitrage rebate payments, the principal of, premium, if any, and interest due on such Pooled Bonds;

WHEREAS, the Board of Visitors (the "Board") of **LONGWOOD UNIVERSITY** (the "Institution") from time to time desires to finance or refinance Capital Projects for the Institution as a Participating Institution under the Program, and now proposes that the Institution issue its promissory note or notes (collectively, the "Note") to be sold to the Authority in accordance with a loan agreement or loan agreements between the Institution and the Authority (collectively, the "Loan Agreement"), under which proceeds of Pooled Bonds will be loaned to and received by the Institution in exchange for the Note, to finance or refinance costs of the following Capital Projects authorized for bond financing by the General Assembly: the **CONSTRUCT UNIVERSITY CENTER** (Project Code 17893) (collectively, the "Project"); and

WHEREAS the Board desires to designate certain Institution officers (i) delegated the authority to approve the forms of and to execute and deliver the Loan Agreement, the Note and any amendments thereto, and any other documents necessary or desirable in connection with financing or refinancing costs of the Project through and participation in the

Program; and (ii) responsible for monitoring post-issuance compliance with covenants of the Institution related to maintaining any federal tax-exempt status of interest on Pooled Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. The Project is hereby designated to be undertaken and financed or refinanced by the Authority and, accordingly, the President and Vice President for Administration and Finance (the "Authorized Officers") are each hereby delegated and invested with full power and authority to approve the forms of the Loan Agreement, the Note and any amendments thereto (in connection with any refunding of Pooled Bonds financing or refinancing the Project or otherwise), and any pledge to the payment of the Note and any amendment thereto of total gross university sponsored overhead, unrestricted endowment income, tuition and fees, indirect cost recoveries, auxiliary enterprise revenues, general and nongeneral fund appropriations and other revenues not required by law or previous binding contract to be devoted to some other purpose, restricted by a gift instrument for another purpose or excluded from such pledge as provided in the Loan Agreement, subject to the provisions of Section 3 hereof.

Section 2. Subject to the provisions of Section 3 hereof, the Authorized Officers are each hereby delegated and invested with full power and authority to execute, deliver and issue, on behalf of the Institution, (a) the Loan Agreement, the Note and any amendments thereto (in connection with any refunding of Pooled Bonds financing or refinancing the Project or otherwise), with approval of such documents in accordance with Section 1 hereof evidenced conclusively by the execution and delivery of the respective document, and (b) any other documents, instruments or certificates as may be deemed necessary or desirable to finance or refinance costs of the Project through and participate in the Program, and to further carry out the purposes and intent of this resolution. The Authorized Officers are authorized and directed to take such steps and deliver such certificates in connection with delivery of the Note, and any amendment thereto, as may be required under any existing obligations, including bond resolutions relating to any outstanding general revenue pledge bonds, and to notify Virginia Department of Treasury representatives serving as Authority staff at least 60 days in advance of a pledge of any amounts pledged to the payment of the Note in accordance with Section 1 hereof to, or as security for, the payment of any other Institution obligations issued or entered into after the date hereof for so long as the Note and any amendments thereto remain outstanding.

Section 3. The authorizations given above as to the approval, execution, delivery and issuance of the Loan Agreement, the Note and any amendments thereto (in connection with any refunding of Pooled Bonds financing or refinancing the Project or otherwise) are subject to the following parameters: (a) the principal amount to be paid under the Note allocable to any component of the Project, together with the principal amount of any other indebtedness with respect to such component, shall not be greater than the amount authorized for such component by the General Assembly plus amounts needed to fund issuance costs, original issue discount, other financing (including without limitation refunding) expenses and any other increase permitted by law; (b) the aggregate principal amount of the Note shall in no event exceed \$23,774,195 as the same may be so increased; (c) the aggregate interest rate payable under the Note shall not exceed a "true" or "Canadian" interest cost more than 50 basis points higher than the interest rate for "AA" rated securities with comparable maturities, as reported by Thomson Municipal Market Data (MMD) or another comparable service or index, as of the date

that the interest rates are determined, taking into account any original issue discount or premium; (d) the weighted average maturity of the principal payments due under the Note shall not exceed 20 years after the original issue date of the Note; (e) the last principal payment date under the Note shall not extend beyond the reasonably expected weighted economic life of the Project; and (f) subject to the foregoing, the actual amount, interest rates, principal maturities, and date of the Note shall be approved by an Authorized Officer, as evidenced by the execution thereof.

Section 4. The Board acknowledges that if there is a failure to make, as and when due, any payment of the principal of, premium, if any, and interest on any promissory note issued by the Institution as a Participating Institution to the Authority under the Program, including without limitation the Note and any amendments thereto, the State Comptroller is authorized under the Program and Section 23-30.29:3 of the Code of Virginia of 1950, as amended, to charge against appropriations available to the Institution all future payments of principal of, premium, if any, and interest on such promissory note when due and payable and to make such payments to the Authority or its designee, so as to ensure that no future default will occur on such promissory note.

Section 5. The Board agrees that if the Authority determines the Institution as a Participating Institution shall be subject to continuing disclosure obligations under Rule 15c2-12 of the federal Securities and Exchange Commission with respect to any Pooled Bonds, (a) an Authorized Officer shall, and is hereby authorized and directed to, enter into a continuing disclosure undertaking in form and substance reasonably satisfactory to the Authority, and (b) the Institution will comply with the provisions and disclosure obligations contained therein.

Section 6. The Board designates the Vice President for Administration and Finance to be responsible for implementing procedures to monitor post-issuance compliance with covenants in any loan agreement between the Institution as a Participating Institution and the Authority, including the Loan Agreement and any amendments thereto, related to maintaining tax-exempt status for federal income tax purposes of interest on any Pooled Bonds, including without limitation monitoring the use of any portion of all Capital Projects for the Institution financed or refinanced with such Pooled Bonds and compliance with any applicable federal income tax remedial action requirements in connection with certain changes in such use. Such officer shall review such post-issuance compliance at least annually for so long as such Pooled Bonds remain outstanding.

Section 7. This resolution shall take effect immediately upon its adoption.

Adopted: _____, 20____

_____, Secretary
**BOARD OF VISITORS OF
LONGWOOD UNIVERSITY**

**MEMORANDUM OF UNDERSTANDING BETWEEN
LONGWOOD UNIVERSITY AND THE
LONGWOOD UNIVERSITY FOUNDATION, INC. FOR THE OPERATION OF
LONGWOOD CENTER FOR THE VISUAL ARTS**

Pursuant to the Articulation Agreement between Longwood University (the "University") and the Longwood University Foundation, Inc. (the "Foundation"), dated August 3, 1992, and for and in consideration of the benefits to be derived by each party from these undertakings, the receipt and adequacy of which are hereby acknowledged, the parties desire to set forth in this instrument their agreement to ~~govern the~~ *manage and oversee* the operation of the Longwood Center for the Visual Arts (the "LVCA"). This agreement shall remain in effect as long as the University and Foundation exist and are bound by the Articulation Agreement of 1992 and its subsequent revisions and amendments.

NOW, THEREFORE, the parties do hereby agree as follows:

A. General Statement of Purpose

1. The Longwood Center for the Visual Arts is a collaborative forum for students and faculty of Longwood University and the people of South Central Virginia to explore visual art and its relevance to everyday life. The LCVA fosters creativity, intellectual curiosity, and involvement in the visual arts through its exhibitions, educational programs, permanent collection, and volunteer and internship programs. The LCVA is committed to improving the quality of life in the region by providing full access to the visual arts and to the ways art exemplifies beauty, hope, and the power of human imagination.
2. The University acknowledges that the Foundation has undertaken a substantial responsibility in managing the assets of the LCVA including its annual operating contributions, building fund, endowment, art collection, and facility, and that the Foundation will continue to have a significant interest and role in the success of the LCVA's operations into the future as the LCVA annual contributions, endowment, and art collection continue to grow and the facility undergoes future renovations and expansion.
3. The parties desire to establish a structure for the operation and management of the LCVA to encourage and ensure its success. The LCVA's management structure is consistent with that of other University academic units. *In this regard, the University places the responsibility for the day-to-day operations of the LCVA including personnel, budget, programs, collections, development, facilities, planning, and general administration on the LCVA Director with the LCVA Director reporting directly to the University's Chief Academic Officer.*

4. The University *and Foundation are* is responsible for authorizing and adhering to the following documents pertaining to LCVA:
 - a. LCVA Resolution of Permanence
 - b. LCVA Advisory Board By-Laws
 - c. LCVA Mission and Value Statements
 - d. LCVA Strategic Plan
 - e. LCVA Code of Ethics and Institutional Standards
 - f. LCVA Collections Policies and Procedures Manual
 - g. LCVA Emergency Plan

These documents and their subsequent revisions and ~~for~~ amendments are implemented by the LCVA Director in consultation with the University ~~Chief Academic Officer~~ and approval of the University's Board of Visitors.

5. ~~The Foundation is responsible for adhering to the above required accreditation documents. In addition,~~ Since documents 4(e), 4(f), and 4(g) directly deal with the handling of artwork owned by the Foundation, these documents, including any revisions and ~~for~~ amendments, will be presented to the Foundation Board for review and approval prior to final approval by the Board of Visitors.
6. The purpose of the LCVA Advisory Board is to assist the Director in the management of the LCVA by providing guidance in the development and use of its mission, policies, procedures, plans, and resources. The Advisory Board ~~is governed by~~ *will adhere to* formally approved by-laws, as well as documents outlining member roles and responsibilities, and committee roles *and* responsibilities, *and* philosophy and values statements. The LCVA Advisory Board is responsible for reviewing, recommending, and adhering to the policies of the LCVA. ~~in consultation with the LCVA Director.~~
7. *The LCVA Advisory Board is responsible for providing professional expertise and guidance in the development, implementation, assessment, and evaluation of LCVA Programs.*

B. Standards of LCVA Operation

1. The University and Foundation shall consider the LCVA an academic unit of the University. ~~and thus provide it full consideration and inclusion in academic plans, policies, resources, and strategies.~~
2. ~~The University and Foundation shall adhere to guidelines set forth by the LCVA's accrediting body, to the extent such guidelines are not in~~

~~opposition to applicable federal and state law, in the management of operations and assets, emergency planning, and ensure its good standing as an accredited entity.~~ ***To ensure its good standing as an accredited entity, the University and Foundation shall adhere to guidelines set forth by the LCVA's accrediting body, to the extent such guidelines are not in opposition to applicable federal and state law, in the management of operations, assets, and emergency plans.***

C. Personnel

1. The University shall be responsible for the employment of LCVA staff including provisions for compensation, hiring, training, development, evaluation, and termination as outlined in the University's personnel policies.

D. Art Works

1. For the purposes of the ~~Governing Provisions for the LCVA between the University and the Foundation,~~ ***this document***, the term "Art Works" shall refer to those certain works of art now or hereafter lent to the University ~~and~~ or owned by the Foundation as set forth below.
2. Art Works gifted to the University including any of its departments shall be assets of the Foundation. Their acquisition, inventory, and care shall adhere to policies and procedures outlined in University Policy 2202, the LCVA Collections Policy and Procedures Manual, and policies of the Foundation. ***The Foundation's Gift Review Committee, in consultation with University senior staff, has final authority over acceptance of all non-cash gifts including but not limited to Art Works.***
3. The day-to-day management, assessment, documentation, interpretation, and care of the Art Works, ***mentioned in section D2***, shall be the responsibility of the LCVA.
4. Art works lent to the University for the purpose of research or temporary display or as promised gifts shall be approved, inventoried, documented, managed, and cared for by the LCVA in accordance with the LCVA Collections Policies and Procedures Manual and LCVA Exhibition and Education Program Guidelines.
5. ~~The University shall provide fine arts insurance for Art Work lent to the University or owned by the Foundation. The cost of providing insurance and deductible shall be borne by the University. The University is insured by the Commonwealth of Virginia Department of the Treasury/ Division~~

of Risk Management. The cost of providing insurance and *the* deductibles for Art Work lent to the University shall be borne by the University.

- a. In the case of total loss, monies resulting in claims made by the University shall be deposited in a Foundation LCVA account to be designated specifically for the replacement of affected Art Work(s).
 - b. In the case of conservation or restoration, the University shall pay for the associated costs. *Any* and monies resulting from the claim shall be used to reimburse the University.
6. To ensure the safety, security, integrity, and longevity of Art Works, the LCVA possesses sole authority and responsibility for handling, installing, removing, storing, transporting, and conserving ~~and restoring~~ Art Works.
 7. Art Works shall be acquired and deaccessioned according to the LCVA Collections Policies and Procedures Manual.

E. Programs

1. For the purposes of the ~~Governing Provisions for the LCVA between the University and the Foundation~~, *this document*, the term "LCVA Programs" shall refer to the exhibition of art lent to the University or owned by the Foundation and educational programs managed and/or sponsored by the LCVA.
2. ~~The LCVA Director~~ *The University* is responsible for creation and implementation of LCVA Programs. The guidelines for LCVA Programs are set forth in the LCVA Exhibition and Education Program Guidelines and the LCVA Collections Policies and Procedures Manual.
3. The Foundation is responsible for ensuring that monies spent in support of LCVA Programs are used in compliance with agreements and donor restrictions.

F. Facilities

1. *The* LCVA facility at 129 North Main Street shall be owned by the Foundation and leased to the University.
2. The University shall provide support for the repair ~~to~~ and maintenance of LCVA facilities, equipment, and grounds according to standards set forth by the LCVA accrediting body.

3. The University's *Emergency Plan* shall include provisions for the LCVA and Art Works in the ~~University Emergency Plan~~ according to standards set forth by the LCVA accrediting body.
4. ~~Damage of display materials~~ due to negligence and/or the failure to follow established procedures on the part of University employees shall be borne by the University. ~~Damage of~~ *to* display materials due to theft or vandalism shall be reported *in on* an insurance claim.

G. Finances

1. ~~General~~ *The* responsibilities of the Foundation ~~as to~~ *for* the management *and disbursement* of LCVA Funds ~~and their disbursement~~ are to:

~~The Foundation shall~~

- a. manage funds received by, held by, or entrusted to the LCVA (hereinafter "LCVA Funds"), and apply such funds to the support of the LCVA in accordance with this Agreement;
- b. endeavor to preserve and enhance the LCVA Funds at all times;
- c. account for LCVA Funds separately from other funds held by the Foundation;
- d. invest LCVA Funds in accordance with ~~it's~~ the *Foundation's written Investment Policy Statement investment and spending policy*; and
- e. record donor intent when known and inform the LCVA in order to ensure compliance.

2. ~~General~~ *The* responsibilities of the University ~~as to~~ *for* financial support of the LCVA *are to*:

~~The University shall~~

- a. provide an operating budget to the LCVA which ensures its good standing with the LCVA's accrediting body;
- b. match distributed endowment earnings established for the purpose of an LCVA staff position and provide all benefits and future merit increases for the endowed position *to the extent possible, depending upon budgetary constraints and/or approval*; and
- c. provide support from the University for the solicitation of contributions and for the production of publications.

3. Disbursements

All disbursements shall be made in accordance with donor intent to the extent known, in compliance with the provisions of any instrument governing disposition of the funds, as provided in policies and arrangements mutually determined by the University and Foundation and in compliance with federal and state law.

4. Relationship and Coordination of Development Function

- a. All gift solicitations on behalf of the LCVA will be coordinated through the *Office of University's Advancement office*;
- b. the University, through the *Office of University's Advancement office*, shall establish goals and facilitate achievement in the garnering of financial and in-kind support for the purpose of LCVA program support, endowment funds, facility renovation, and acquisition of property; and
- c. all funds received by the University or the Foundation for the benefit of the LCVA will be held by the Foundation as part of LCVA Funds.

5. Financial Reporting Requirement

- a. ~~The Foundation will provide a consolidated financial report of the LCVA and present a copy to the LCVA as soon as possible and in any event no later than one hundred fifty (150) days after the end of its fiscal year. The University shall provide to the LCVA on a monthly basis a financial report detailing the funds of the LCVA for the previous month through established accounting procedures.~~
- b. *The Foundation shall provide to the LCVA on a monthly basis a financial report detailing the funds of the LCVA for the previous month through established accounting procedures.*
- c. The Foundation shall maintain copies of disbursements and expenditures made by it from LCVA Funds accounts to or for the benefit of the LCVA. ~~in connection with a performance of the Foundation's obligations hereunder. Such materials~~ *Records* shall be open to review by personnel authorized by the ~~governing body of the University~~ at any time upon reasonable written notice to the Foundation. Notwithstanding the foregoing, nothing contained herein shall be construed as providing the University or any governmental agency or department, or the general public, with any right of access to any other books, records, or documents of the Foundation. ~~The~~

~~University and the Foundation acknowledge that the Foundation is not, and shall not be construed as, either a public or a quasi-public entity, department, or agency of the Commonwealth of Virginia or the University and, accordingly, shall not be required to observe or perform the rules, regulation, laws or policies or procedures which are imposed upon public agencies or departments, nor provide any right to the public which the public may have with respect to any state or public department or agency, except as otherwise specifically provided by statute record university related foundations.~~

- d. *The Foundation's activities shall be conducted in a manner to reasonably ensure that third parties understand that the Foundation is not part of, controlled by, or acting as an agent of the University.*

IN WITNESS WHEREOF, ~~this Memorandum of Understanding between Longwood University and Longwood University Foundation, Inc. for the operation of Longwood Center for the Visual Arts~~ *these Governing Provisions for the Longwood Center for the Visual Arts* has have been adopted by Longwood University and the Longwood University Foundation Inc. on this ____ day of _____, 2015. Amendments and revisions to this document must be approved by the Longwood University Board of Visitors and the Longwood University Foundation Inc. Board of Directors.

LONGWOOD UNIVERSITY

By: COLLEEN MCCRINK MARGILOFF
Rector, Board of Visitors

By: W. TAYLOR REVELEY IV
President

LONGWOOD UNIVERSITY FOUNDATION, INC.

By: BART H. MITCHELL
President, Board of Directors

BOV – September 2015

Rationale: § 23-9.2:8. Student mental health policies.

The governing board of each public institution of higher education shall develop and implement policies that advise students, faculty, and staff, including residence hall staff, of the proper procedures for identifying and addressing the needs of students exhibiting suicidal tendencies or behavior, and provide for training, where appropriate. *Such policies shall require procedures for notifying the institution's student health or counseling center for the purposes set forth in subsection C of § 23-9.2:3 when a student exhibits suicidal tendencies or behavior.*

Psychological Emergency Policy

Longwood University aims to maintain the safety of individual students, as well as the community. Psychological emergencies include but are not limited to situations where a student attempts suicide, makes a threat or gesture of suicide, harms or attempts to harm themselves, or undergoes severe psychological distress. Faculty, staff, and students are expected to follow these procedures when there is a psychological emergency.

1. When there is a situation involving an **immediate threat** to self or others, the Longwood Police Dispatcher should be contacted immediately at 911 or 434.395.2091. The police will involve the appropriate on call administrator(s) who will involve the on-call Counselor/Psychologist.
2. When there is general concern for a student, the office of the Dean of Students should be contacted at 434.395.2485, Monday through Friday 8:00AM-5:00PM. A designated staff member will involve other administrators and Counseling and Psychological Services (CAPS) Center as appropriate. If the concern arises after business hours, the Longwood Police Dispatch should be contacted for consultation.
3. Counselors/Psychologists, Longwood Police, Dean of Students, and Residential and Commuter Life staff shall follow their department's established procedures, as trained.
4. Training resources are available for faculty, staff, and students.

The student of concern will also be discussed during the weekly Care Team meeting, and that team will follow-up as appropriate.

Consistent with the Disruptive Behavior Policy, a student's parent/guardian will be contacted if she or he is deemed to be a threat to self or others, and he or she may not attend classes or university activities or return to university housing until she or he is given clearance to return by the Dean of Students or a designee. Clearance will require (a) the completion of the designated Psychiatric Evaluation Form with signed authorization from a psychiatrist; (b) the doctor's agreement that returning to school is in the student's best interest; (c) demonstration from the student that he or she is no longer in crisis, has taken sufficient steps to address the underlying psychological concern(s) which triggered the crisis, and has a plan to maintain health; and (d) a meeting with the Dean of Students or her/his designee to complete behavioral contract, which will outline how the student can effectively function in the learning environment. Students are

responsible for costs associated with the evaluation and any subsequent care that falls outside the scope of University services.

The psychological emergency procedures are implemented with sensitivity to students' privacy and academic success. The office of the Dean of Students will work with the student and the appropriate Academic Dean's office to take measures necessary to allow students to return to school.

BOARD OF VISITORS

ACTION ITEM

Approval of Revisions to Policy 5215

ACTION REQUESTED: On behalf of the President, I move that the Board of Visitors approve revisions to Policy 5215 as presented below.

RATIONALE: This policy was last revised in June 2006.

Consistent with guidance issued by the Department of Education's Office for Civil Rights in the April 24, 2015, Dear Colleague Letter, this policy must be revised to include "the name, office address, telephone number, and email address of the Title IX Coordinator, including in its notice of nondiscrimination.⁸ 34 C.F.R. § 106.8(a)" (Page 5, Section A.)

Consistent with guidance issue by the Department of Education's Office for Civil Rights in the Questions and Answers on Title IX and Sexual Violence document, this policy must be revised to include gender identity. "Title IX's sex discrimination prohibition extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity and OCR accepts such complaints for investigation." (Page 5, Section B-2)

Note: Language to be deleted is indicated by strikethroughs, and new language is indicated in bold.

Policy 5215

~~Equal Opportunity and Affirmative Action~~ **Non-Discrimination**

I. Purpose

The purpose of this policy is to restate the institution's commitment to diversity.

II. Policy

Longwood University, an agency of the Commonwealth of Virginia, is an equal opportunity institution of higher learning. Consistent with Federal and State law, the University promotes equal opportunity for all prospective and current students and employees. The University will not discriminate against any individual on the basis of race, sex, color, national origin, religion, sexual orientation, **gender identity**, age, political affiliation, veteran status, or disability status, except in relation to employment where a bona fide occupational qualification exists.

Anyone with questions concerning access or accommodations should contact Disability Resources at 434-395-2391 (V); 800-828-1120 (TT Relay). **If you have any questions or concerns regarding employment please contact the Equal Opportunity officer, Della H. Wickizer, at 434.395.2074. For more information or if you believe you have been subject to discrimination on the basis of sex or gender identity, please contact Longwood University's Title IX Coordinator:**

Jennifer Fraley, Associate Dean of Conduct & Integrity and University Title IX Coordinator

Office: Lancaster G26

Office Phone: (434) 395-2490

Cell Phone: (434) 808-9439

Email: fraleyjl@longwood.edu

www.longwood.edu/titleix

www.longwood.edu/studentconduct

This policy represents a commitment by Longwood University to support the practice, spirit, and good-faith effort of equal opportunity beyond mere compliance with government regulations. Longwood administrators, management staff, and supervisors are responsible for supporting and following this policy in their respective areas. Faculty, administrators, staff, and students are expected to understand and support this important policy.

Revised and approved by the Board of Visitors, September 7, 2002.

Revised and approved by the Board of Visitors, June 15, 2006.

Longwood University Sexual Misconduct Policy

Longwood University is committed to providing a healthy living, learning and working environment; an atmosphere that emphasizes the dignity and worth of the individual, which promotes personal integrity, civility and mutual respect, and creates an environment that is free from sexual misconduct and discrimination. Sexual misconduct, sexual discrimination and sexual harassment, are incompatible with Longwood's commitment to diversity and educational equity. Educational training and prevention programs will be provided along with appropriate resources and reporting options. This policy includes all forms of sexual misconduct, including sexual discrimination, sexual harassment, sexual assault, sexual violence, dating and relationship violence, and stalking by employees, students, or third parties. This policy addresses any sexual misconduct that involves members of the Longwood community regardless of whether the incident occurs during working hours and regardless of whether the incident occurs on or off campus. The intent of this policy is to provide the campus community with information, common definitions, and strategies to report and manage incidents that occur.

Eligibility for Assistance

This policy applies to all Longwood students, staff and faculty in all university programs and activities regardless of location of the incident(s). This policy also applies to individuals who join our community as an affiliate or part of an affiliated program. The University will conduct investigations to the best of their ability that may lead to appropriate criminal, personnel, and student conduct actions. Action will be taken to offer Longwood students, staff and faculty immediate resources which may include counseling, medical assistance and living, learning and/or appropriate working environment adjustments.

If the complainant is a Longwood student, staff or faculty member and the accused respondent has no affiliation to Longwood, the complainant shall be offered available resources as appropriate. To the extent possible, the University will address the behaviors defined below towards any member of the Longwood community by non-members, including contractors, alumni, visitors, and any others identified as non-employees or non-students of the University.

If the complainant is a Longwood student, staff or faculty member and the accused respondent is affiliated with Longwood, both the complainant and accused respondent shall be offered available resources as appropriate.

If the complainant is not a Longwood student, staff or faculty member but the accused respondent is affiliated with Longwood, the respondent shall be offered counseling, medical and other resources as appropriate.

Definitions

Sexual Misconduct is a term that encompasses any sexual behaviors that violate Longwood University's Code of Conduct and University Policies. In general, any non-consensual contact of a sexual nature may constitute Sexual Misconduct. Sexual Misconduct may vary in its severity and consists of a range of behaviors or attempted behaviors that may be grounds for conduct action under University policy. The following policy definitions apply:

Commented [a1]: Language change to reflect immediate actions. Use of the term accommodations removed so as not to be confused with legally required disability accommodations.

1. **Consent:** Effective consent is the basis of the analysis applied to unwelcome sexual contact. Lack of consent is the critical factor in any incident of sexual misconduct and sexual violence. Consent is informed, freely and actively given and requires clear communication between all persons involved in the sexual encounter. Consent is active, not passive. Consent can be communicated verbally or by actions. But in whatever way consent is communicated, it must be mutually understandable. Silence, in and of itself, cannot be interpreted as consent. It is the responsibility of the initiator of sexual contact to make sure they understand fully what the person with whom they are involved wants and does not want sexually. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or consent does not imply consent to future sexual acts. Consent may be withdrawn at any time, by any party to the sexual activity.

Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get consent from another. Effective consent cannot be given by minors, mentally disabled individuals or persons incapacitated as a result of drugs or alcohol. If a person is mentally or physically incapacitated or impaired so that such person cannot understand the fact, nature or extent of the sexual situation or activity, there is no consent; this includes impairment or incapacitation due to voluntary alcohol or drug consumption by the alleged victim, or being asleep or unconscious. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the: who, what, when, where, why or how of their sexual interaction. Use of alcohol or other drugs will never function to excuse behavior that violates this policy.

This policy also covers someone whose incapacity results from mental disability, sleep, involuntary physical restraint, or from the taking of a so-called "date-rape" drug. Possession, use and/or distribution of any of these substances, including Rohypnol, Ketamine, GHB, Burundanga, etc. is prohibited, and administering one of these drugs to another person for the purpose of inducing incapacity is a violation of this policy.

2. **Sexual Activity:** includes intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these body parts, or making another touch oneself or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice. Intercourse however slight, meaning vaginal penetration by a penis, object, tongue or finger; anal penetration by a penis, object, tongue; or finger, and oral copulation (mouth to genital contact or genital to mouth contact).
3. **Sexual Discrimination:** includes all forms of: sexual harassment, sexual assault, and sexual violence by employees, students, or third parties against employees, students, or third parties. Students, University employees, and third parties are prohibited from harassing other students and/or employees whether or not the incidents of harassment occur on the Longwood campus and whether or not the incidents occur during working hours.
4. **Unwelcome Sexual Contact:** includes fondling or touching, either of the complainant, or when the complainant is forced to touch another person's body, directly or through clothing. The definition of fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental incapacity.

5. **Coerced Sexual Intercourse:** includes rape, attempted rape, sodomy, or other sexual acts or misconduct; or when the complainant is incapable of consent by reason of age, mental incapacity (including unwitting consumption of drugs), or physical helplessness. The definition of rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. The definition of incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law. The definition of statutory rape is sexual intercourse with a person who is under the statutory age of consent.

6. **Sexual Exploitation:** Sexual exploitation occurs when an individual takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to:
 - a. Prostituting another student;
 - b. Non-consensual video or audio-taping of sexual activity;
 - c. Going beyond the boundaries of consent (such as allowing friends to hide in a closet to watch you having consensual sex);
 - d. Engaging in voyeuristic behavior;
 - e. Knowingly transmitting an STD, STI or HIV to another.

7. **Sexual Harassment:** Sexual harassment is unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment or the educational relationship; (2) submission to or rejection of such conduct is used as a basis for employment or education decisions affecting the individual; or (3) such conduct has the effect of unreasonably interfering with a student's or employee's work performance or creating an intimidating, hostile, or offensive working, educational, or living environment. While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:
 - a. Promising, directly or indirectly, a student or employee a reward, if the student or employee complies with a sexually oriented request.
 - b. Threatening, directly or indirectly, retaliation against a student or an employee, if the student or employee refuses to comply with a sexually oriented request.
 - c. Denying, directly or indirectly, a student or employee an employment or education related opportunity, if the student or employee refuses to comply with a sexually oriented request. Engaging in sexually suggestive conversation or physical contact or touching another student or employee.
 - d. Displaying pornographic or sexually oriented materials.
 - e. Engaging in indecent exposure.
 - f. Making sexual or romantic advances toward a student or employee and persisting despite the student or employee's rejection of the advances.
 - g. Physical conduct such as assault, touching, or blocking normal movement.
 - h. Retaliation for making harassment reports or threatening to report harassment.

Sexual harassment can involve a person or persons being harassed by members of any sex. Although sexual harassment sometimes involves a person in a greater position of authority as the harasser, individuals in positions of lesser or equal authority also can be found responsible for engaging in prohibited harassment.

Sexual harassment can be physical and/or psychological in nature. The accumulative effect of a series of incidents can constitute sexual harassment even if one of the incidents considered separately would not rise to the level of harassment.

8. **Dating and Relationship Violence:** Abuse or violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. This relationship involves physical or emotional intimacy. Physical intimacy is characterized by romantic or passionate attachment or sexual activity.
- The existence of such a relationship shall be determined based on the complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - For the purposes of this definition, dating and relationship violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
 - Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.
 - To better meet these requirements, if the complainant states that a relationship currently exists, formerly existed, and existed in the past 12 months, etc., it will be counted for Clery reporting purposes.

Dating and relationship violence is abuse or violence between partners or former partners, characterized by one or more of the following elements:

- Intentionally causing bodily injury;
 - Purposely or knowingly causing reasonable apprehension of bodily injury;
 - Emotional abuse creating apprehension of bodily injury or property damage;
 - Repeated telephonic, electronic, or other forms of communication -- anonymously or directly -- made with the intent to intimidate, terrify, harass, or threaten;
9. **Stalking:** includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device or method that purposely or knowingly causes emotional distress or apprehension of bodily injury or death. Stalking is a course of conduct directed at a specific person that would cause a reasonable person to fear for her, his, or others' safety or to suffer substantial emotional distress. For the purposes of this definition:
- Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, participates in surveillance of, threatens, or communicates to or about a person, or interferes with a person's property.
 - Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.
 - Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
 - Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.
10. **Retaliation:** is action taken by an accused individual or an action taken by a third party or a group of people against any person because that person has opposed any practices prohibited under this policy or because that person has filed a complaint, testified, assisted, or participated in any manner in an investigation or proceeding under this policy. This includes action taken against a bystander who intervened to stop or

attempt to stop discrimination, harassment, or sexual misconduct. Retaliation includes intimidating, threatening, coercing, discouraging or in any way discriminating against an individual because of the individual's complaint or participation in the complaint process. Action is generally deemed retaliatory if it would deter a reasonable person in the same circumstances from opposing practices prohibited by this policy.

Filing a Sexual Misconduct Complaint

All incidents of sexual misconduct and retaliation should be reported. Longwood University's complaint procedures provide for immediate, thorough, and objective investigation of all claims. The University will take appropriate remedial action that is commensurate with the severity of the offense. The University encourages those who have experienced these types of incidents to immediately report them to both the University Title IX Coordinator and Longwood University Police Department. All University employees, except those designated as Confidential Reporting Options, are designated as "responsible employees." Responsible employees are required to promptly report all incidents and/or knowledge of sexual misconduct, including personally identifiable information of the parties involved, to the University Title IX Coordinator. All reports are treated with the maximum possible privacy.

An immediate report to the Longwood Police will enable the preservation of evidence necessary for a successful criminal prosecution. The Longwood University Police Department is trained in collecting and preserving evidence for criminal cases. When evidence exists that could help support a criminal charge or assist the complainant in obtaining protective orders, contacting the Longwood University Police Department immediately, so the evidence may be collected, may ensure that even if the complainant does not want to file a criminal report at this time, the complainant may change their mind at a later date. Evidence collected by the Longwood University Police Department will be retained indefinitely unless destruction is authorized by the Commonwealth of Virginia Attorney. Complainants have the right, however, to choose whether or not to provide a statement to Longwood Police and to choose whether or not to pursue criminal prosecution after such a statement has been made.

Title IX Coordinator and Role of Title IX Coordinator

Jennifer Fraley, Associate Dean of Conduct & Integrity and University Title IX Coordinator
Office: Lancaster G-26;
Office Phone (434) 395-2490, Cell Phone (434) 808-9439
Email: fraleyjl@longwood.edu

Students, staff or faculty who believe they have either witnessed or been subjected to sexual discrimination, sexual harassment, sexual misconduct, dating and relationship violence, stalking and retaliation should notify the University Title IX Coordinator.

After the university receives notice of sexual misconduct or retaliation, it will conduct an impartial investigation. For specifics regarding investigations, see investigation procedures below. Student reporters of misconduct will not be charged with alcohol offenses or other minor violations of the Student Code of Conduct Standards and Regulations disclosed during the reporting process. Minor violations are defined as those that have a minimum sanction of letter of admonition. Please see the Code of Conduct Standards and Regulations within the Student Handbook for more information.

When the complainant and the respondent participate in the same educational opportunities, work in the same employment area and/or reside in the same University residence or in proximity to one another, the University will take immediate steps to separate the individuals and prevent contact, if appropriate. The applicable Vice President or designee will make the appropriate determination regarding alternative arrangements. Alternative arrangements may include, but are not limited to: temporary suspension (depending on the severity of the allegations), adjustment of academic schedule or employment, no contact orders, and/or alternative living arrangements.

The University Title IX Coordinator can assist with all aspects of the process and is responsible for:

- Convening a review committee consisting of the Title IX Coordinator, Longwood University Police Department Representative and Student Affairs Representative. This committee will meet within 72 hours, and continue to meet as necessary, when notice to the University of an alleged violation of this policy is received. This committee will review and determine if it is necessary to disclose to the appropriate law-enforcement agency, all information of the alleged violation, including personally identifiable information, to protect the health or safety of the individual or community. It is the responsibility of the Longwood University Police Department Representative or designee to notify the appropriate law-enforcement agency and/or Commonwealth of Virginia Attorney.
- Ensuring that both the individual filing the complaint and the individual responding are aware of the seriousness of the complaint.
- Explaining Longwood University's policy and investigation procedures.
- Exploring various means of resolving the complaint.
- Making referrals to Counseling and Psychological Services for counseling or other mental health resources, if appropriate.
- Discussing with the complainant the option of notifying the police if criminal activities are alleged.
- Conducting or arranging for an investigation of the alleged prohibited conduct.
- Arranging support services for the complainant, which could include changes in living arrangements, course schedules, assignments, or tests.
- Arranging interim services to prevent reoccurrence of the alleged prohibited conduct, which could include increased monitoring, supervision, or security at locations or activities where the misconduct occurred and no-contact directives, as necessary.
- Preparing or overseeing any reports, recommendations, or remedial action(s) that are needed or warranted to resolve any prohibited conduct and maintaining all information pertaining to an investigation or complaint in a secure file.
- The University Title IX Coordinator is responsible for maintaining records relating to sexual misconduct reports, investigations and resolutions.
- The University Title IX Coordinator and Deputy Title IX Coordinators will participate in ongoing sexual misconduct training and maintain a high level of knowledge of the policy and procedures.

Commented [a2]: Review Committee Requirement – Virginia SB 712 / HB 1930 (No change to previously established internal practice.)

Longwood University strictly prohibits retaliation against any person for using this reporting process, or for reporting, providing witness, assisting or participating in any manner in any investigation or proceeding involving allegations. Any person who violates this policy will be subject to discipline, up to and including termination if they are an employee, and/or expulsion if they are a student.

Employees who believe they have either witnessed or been subjected to sexual discrimination, sexual harassment, sexual misconduct, dating and relationship violence, stalking and retaliation notify the Chief Human Resources Officer (Deputy Title IX Coordinator for Employees).

Della Wickizer, Chief Human Resources Officer
Office: Lancaster 212
Phone: (434) 395-2074
Email: wickizerdh@longwood.edu

Reporting Options

1. Title IX Coordinator: Students, staff or faculty who believe they have either witnessed or been subjected to sexual discrimination, sexual harassment, sexual misconduct, dating and relationship violence, stalking and retaliation should notify the University Title IX Coordinator:

Jennifer Fraley, Associate Dean of Conduct & Integrity and University Title IX Coordinator
Office: Lancaster G-26;
Office Phone (434) 395-2490, Cell Phone (434) 808-9439
Email: fraleyjl@longwood.edu
www.longwood.edu/titleix
www.longwood.edu/studentconduct

Commented [a3]: Addition of webpage information.

2. Making a report with Longwood Police: Persons who wish to file a police report may contact Longwood Police at (434) 395-2091. Office: Dorrill Dining Hall, Ground Floor. Online reporting: <http://www.longwood.edu/police/reportacrime.htm>

Making a Limited Report: Persons who wish to report an incident and desire that the University take no action to investigate this incident, may speak to the Campus Advocate. This option produces a limited report, which includes no generally identifiable information about the complainant. A complainant may later choose to file a complaint with the University Title IX Coordinator and thus have the incident fully investigated to the best of the University's ability. The Campus Advocate may be contacted at Counseling and Psychological Services: Health and Fitness Center, Upper Level; Phone: (434) 395-2409.

4. Making a Confidential Report: Persons who wish to report an incident or speak to someone about what happened and desire that the details of the incident be kept confidential, they should speak with staff members of Counseling and Psychological Services, Student Health Center, or off-campus crisis resources, who will maintain confidentiality. Campus counselors and Student Health Center staff are available to help students free of charge.
 - Counseling and Psychological Services: Health and Fitness Center, Upper Level; Phone: (434) 395-2409
 - Student Health Center: Health and Fitness Center, Upper Level; Phone: (434) 395-2102

In addition, you may go off campus to speak with clergy and chaplains, who will also keep reports made to them confidential. Longwood University has an established Cooperative Agreement with an off-campus crisis resource agency to provide services for those who wish to utilize off-campus confidential crisis resources.

- Southside Center for Violence Prevention: Piedmont Crisis Center 24-Hour Hotline: (888) 819-2926

Commented [a4]: Cooperative Agreement Reference w/ Community Crisis Agency – Virginia SB 712 / HB 1930 (No change to previously established practice.)

Confidentiality

If you would like to report an incident or speak to someone about what happened and you desire that details of the incident be kept confidential, you should speak with staff members of Counseling and

Psychological Services, Student Health Center or off-campus crisis resources, who will maintain confidentiality. All inquiries, complaints, and investigations are treated with utmost discretion. Information can be released as law and policy permit. However, the identity of the complainant is usually revealed to the person(s) accused of such conduct and any witnesses. A complainant can decide after they talk to the University Title IX Coordinator, whether or not to pursue a Title IX Complaint. In addition to the choice of whether or not to pursue a Title IX complaint, complainants may also request confidentiality in terms of not revealing the complainant's name to a respondent. These requests are evaluated on a case by case basis by the University Title IX Coordinator to determine whether that request can be honored while still providing a safe and nondiscriminatory environment for all students, including the complainant.

Many factors are weighed when determining whether or not to honor a request to withhold the complainant's name from the respondent. These factors include, but are not limited to, when there is a clear and present danger of harm to the complainant or others, when there is knowledge or suspicion of abuse or neglect of minor children or elderly persons, reporting obligations under state law and as otherwise required by law. Additionally, these factors also include circumstances that suggest there is an increased risk of the respondent committing additional acts or there is an increased risk of future acts under similar circumstances, as well as whether the University possesses other means to obtain relevant evidence.

Although a complainant's request to have their name withheld from the respondent may limit the University's ability to respond fully to an individual allegation of sexual misconduct, other means may be available to address the sexual misconduct. There are steps the University can take to limit the effects of the alleged sexual misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the complainant.

Federal Statistical Reporting Obligations

Certain campus officials (campus security authorities) have a duty to report sexual misconduct for federal statistical reporting purposes. All personally identifiable information is kept private, but statistical information must be passed along to campus law enforcement regarding the type of incident and its general location (on or off-campus, in the surrounding area, but no addresses are given), for publication in the annual Campus Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime, in order to ensure greater community safety.

Mandated federal reporters (campus security authorities) include student/conduct affairs, campus law enforcement, local police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations and any other official with significant responsibility for student and campus activities.

Federal Timely Warning Reporting Obligations

Victims of sexual misconduct should also be aware that University administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. The University will make every effort to ensure that a victim's name and other identifying information is not disclosed, while still providing enough information for community members to make safe decisions in light of the danger.

Procedures

1. The University Title IX Coordinator shall provide for the adequate, reliable, and impartial investigation of all complaints:
 - Investigations of student versus student complaints shall be coordinated by the University Title IX Coordinator and/or designee.
 - Investigations of student versus employee complaints shall be coordinated by the Chief Human Resources Officer (Deputy Title IX Coordinator for Employee Issues) with support from the University Title IX Coordinator and/or designee.
 - Investigations of employee versus employee complaints shall be coordinated by the Chief Human Resources Officer (Deputy Title IX Coordinator for Employee Issues) and/or designee.
2. Procedure terms associated with the Longwood University Sexual Misconduct Policy are defined below:

Appeal: A proceeding held to determine whether there was a failure to follow policy procedures; determine if additional evidence has come to light that was not available at the time of the University Hearing Board's decision; determine if the sanctioning recommended is out of proportion with, or inappropriate for the offense. An appeal is processed by the University Appeals Board.

Complainant: Individual responsible for filing the initial complaint or Title IX Investigator on behalf of the University.

Hearing: A proceeding held to determine whether to uphold a Title IX Investigation report that has determined a respondent is responsible for a violation of the Sexual Misconduct Policy. A hearing may consist of one or more respondents and is processed by the University Hearing Board.

Outcome: The results of a Title IX investigation, hearing proceeding or appeal proceeding.

Respondent: The individual accused of an alleged violation.
3. Complainant and/or respondent may each select one support person or advisor, who may also be legal counsel, to accompany them during the investigation process, Informal Procedures and Formal Procedures. The support person or advisor may be present with their respective party for all meetings, hearings and appeals, but may not actively participate, address the hearing or appeals board, present arguments, question other parties or witnesses.
4. Only trained investigators will conduct an investigation; both parties will have the opportunity to review and provide comments to the investigator about their statements before the investigation report is finalized.
5. The University will conduct an investigation to the extent of the information available. If the University obtains independent corroborating information of the misconduct it may determine it necessary to move forward with the investigation procedures and/or remedial measures without the involvement of a complainant.
6. Criminal investigations, separate from the process outlined in this policy, shall be conducted by the Longwood University Police or appropriate law enforcement agency, in parallel with the University's investigation. In cases where students are the subject of a criminal investigation, the University's investigation will commence parallel to or at the conclusion of such investigation.
7. Barring extenuating circumstances the entire process shall be completed within 60 days. Complainants and respondents will be notified if the process cannot be completed within this timeframe.

8. Informal Procedures

Some complaints can be resolved through informal mediation between the parties. The University Title IX Coordinator and/or designee may arrange for, or facilitate mediation between the involved parties and coordinate other informal problem resolution measures.

- a. Once a report has been made, informal resolution procedures shall be pursued within five business days of the initial report.
- b. Informal Resolution Procedures are optional and may be used when deemed appropriate. Informal procedures are never applied in cases involving violence or non-consensual sexual intercourse.
- c. An investigation into the report shall be conducted by the University Title IX Coordinator or designee.
- d. Once the informal resolution procedure is complete, written notification of the agreed upon resolution shall be given to both parties by the University Title IX Coordinator or designee.
- e. The involved parties will sign a voluntary agreement specifying the behavioral expectations resulting from the mediation. If re-occurrence takes place, those responsible for such behavior will be subject to additional action, with greater penalties, under this policy.
- f. If either party is unsatisfied with the outcome of the informal resolution procedure, the formal resolution procedure may be pursued.

9. Formal Procedures

- a. Once the university has received notice of sexual discrimination, sexual harassment, sexual misconduct, sexual assault, sexual violence, dating and relationship violence, stalking and retaliation, an investigation shall commence within five business days.
- b. To ensure a prompt and thorough investigation, the complainant should provide as much of the following information as possible:
 - The name, department, and position of the person or persons allegedly committing the misconduct.
 - A description of the incident(s), including the date(s), location(s), and the presence of any witnesses.
 - The alleged effect of the incident(s) on the complainant's educational opportunities, living situation, position, salary, benefits, promotional opportunities, or other terms or conditions of employment.
 - The names of other students or employees who might have been subject to the same or similar misconduct.
 - Any steps the complainant has taken to try to stop the misconduct, if appropriate.
 - Any other information the complainant believes to be relevant to the misconduct.
- c. The investigator shall determine, by a preponderance of evidence, whether the respondent violated this policy. Preponderance of evidence means that it is more likely than not that a violation occurred. If the investigator determines that the respondent did not violate this policy, the matter will be closed.
- d. At the completion of the investigation, both the respondent and complainant will be informed within five working days, in writing, of the outcome of the investigation.
- e. Both the complainant and respondent are entitled to a copy of the investigators' report. The report shall be provided to the complainant or respondent within two working days after the University Title IX Coordinator or designee has received a written request.
- f. If it is determined by a preponderance of the evidence that a violation did occur, the respondent may accept findings of the investigation and the sanction/measures to prevent the violation's recurrence; or challenge the findings and request a hearing.

- g. The complainant may decide, subsequent to the filing of formal charges against the respondent, to withdraw the complaint. The university will, however, still proceed based on the investigative findings.

Procedures for Hearings on Violations of the Sexual Misconduct Policy

1. The University Hearing Board will conduct hearings regarding alleged violation(s) of this policy.
2. A University Hearing Board hearing will proceed in the following manner:
 - a. Hearings conducted by the University Hearing Board are closed to the public. The only individuals allowed to be present are active participants in the hearing process: the complainant, the respondent, an advisor for each, the University Hearing Board, witnesses, and necessary university administrators. Either the complainant or the respondent may dispute the presence of individuals in the hearing room. The hearing board will make the final decision.
 - b. The hearing will be non-adversarial and strict rules of evidence will not be applied.
 - c. The hearing board members and all aforementioned participants are introduced.
 - d. Participants state any questions they have concerning rights or procedures.
 - e. The statement of charges is presented.
 - f. The respondent enters a plea of responsible, not responsible or no plea.
 - g. Testimony phase: During the testimony phase of the hearings, cross-examination will be conducted by the hearing board in the presence of the complainant, the respondent and their respective advisors. Witnesses may only be present when actively giving testimony. Advisors may be present with their respective parties for all testimony, but may not actively participate, address the hearing board, present arguments or question witnesses.
 - h. The respondent and the complainant or University, may each present an opening statement and a closing statement before the Board. The respondent and complainant/University may view each other's statements on live video feed.
 - i. The respondent and complainant or University may present evidence and witnesses. Witnesses may be cross-examined by the hearing board in opposing party's presence. The board will privately cross-examine the respondent, the complainant, and any witnesses they deem necessary. The respondent and complainant may view testimony on live video feed.
 - j. The respondent and the complainant or University may each submit a list of questions to the board's chairperson for the board to consider. The past sexual history or sexual character of a party to the complaint, complainant or respondent, with anyone other than each other, will not be admissible. Notwithstanding the above, demonstration of pattern, repeated, and/or predatory behavior by the respondent, in the form of previous findings in any University, judicial or student conduct proceeding will be admissible. The parties will be notified in advance of the hearing if any information addressed by this paragraph is deemed admissible.
 - k. After all of the evidence has been introduced, the parties will be excused from the room so that the board may deliberate.
 - l. The University Hearing Board shall determine, by a preponderance of evidence, whether the respondent violated this policy. Preponderance of evidence means that it is more likely than not that a violation occurred. If the University Hearing Board determines that the respondent did violate this policy, the complainant will be allowed to submit a statement regarding the impact that the misconduct has had on the educational, living and/or working environment of the complainant.
 - m. When the board has made a decision regarding responsibility, the parties will be invited back into the room for a reading of the decision and any recommended sanctions.

3. The outcome of the hearing and any recommended sanctions will be forwarded to the applicable Vice President or designee immediately following the hearing if no appeal is filed: The Associate Dean of Conduct & Integrity in the case of a student respondent, the Provost and Vice President of Academic Affairs in the case of a faculty respondent, and the Vice President of Administration and Finance in the case of a classified staff or administrative employee.
4. Both the respondent and complainant will be informed within five working days, in writing, of the outcome of the hearing and the appeal (if an appeal is filed) and of any sanctions being recommended to the applicable Vice President or designee. If the complainant is deceased as the result of the alleged violation, the next of kin of such complainant shall be treated as the complainant for purposes of this paragraph, upon written request.

Commented [a5]: Next of kin notification of outcomes, upon written request in the event of an alleged victim's death.
Department of Education / Clery Requirement

Composition of the University Hearing Board

1. A five-member University Hearing Board will be appointed by the University Title IX Coordinator, on a per-case basis from a pool of trained members: no less than 6 faculty and 6 staff. The chair of the hearing board is a non-voting member, except in cases of a tie, who leads the hearings and facilitates discussion among board members. The University Title IX Coordinator will serve as a non-voting advisor to the chair. All Board members are appointed annually and serve from October 1 - September 30.
2. The pool of candidates for the University Hearing Board shall be nominated by:
 - Faculty Senate, Executive Committee (faculty members).
 - Vice President for Student Affairs and Vice President for Finance and Administration (staff).
3. In the case of a faculty respondent, at least three members of the University Hearing Board shall be faculty, in the case of a professional staff respondent; at least three members of the University Hearing Board shall be staff (except in cases where there is not sufficient availability in the pool of trained members).
4. The complainant and/or respondent can request board members to recuse themselves from the hearing for actual or perceived bias or other conflict of interest. The final decision regarding this request will be made by the University Title IX Coordinator based on the information provided by the requesting party. Board members may also recuse themselves if they feel they cannot or should not hear a particular case.
5. The University Hearing Board panel will be trained by the University Title IX Coordinator regarding hearing procedures, evaluation of evidence, Title IX requirements and other relevant subjects, as needed.
6. Individuals cannot serve on both the University Hearing Board panel and the University Appeals Board panel during the same academic year.

Appeals

1. Appeals will be heard by the University Appeals Board.
2. Respondents and complainants have the right to one appeal each of the University Hearing Board's decision.

3. Appeals must be filed within three working days of the University Hearing Board's written decision. To file an appeal, students and employees must fill out the appeal form provided with written notice of the University Hearing Board's decision.
4. Appeals may only proceed based on one of three reasons:
 - a. Failure to follow policy procedures.
 - b. Additional evidence has come to light that was not available at the time of the University Hearing Board's hearing.
 - c. The sanction received is out of proportion with the offense.

Eligibility for an appeal based on the above reasons will be determined by the University Title IX Coordinator or designee.

5. The University Appeals Board will convene within five working days of the receipt of the appeal. Both parties will receive notice of the time and place of the appeal.
6. The appeal will be non-adversarial and strict rules of evidence will not be applied.
7. The outcome of the appeal and any recommended sanctions will be forwarded to the applicable Vice President or designee immediately following the appeal: The Associate Dean of Conduct & Integrity in the case of a student respondent, the Provost and Vice President of Academic Affairs in the case of a faculty respondent, and the Vice President of Administration and Finance in the case of a classified staff or administrative employee.
5. Both the respondent and complainant will be informed within five working days, in writing, of the outcome of the appeal and of any sanctions being recommended to the applicable Vice President or designee. If the complainant is deceased as the result of the alleged violation, the next of kin of such complainant shall be treated as the complainant for purposes of this paragraph, upon written request.

Commented [a6]: Next of kin notification of outcomes, upon written request in the event of an alleged victim's death, Department of Education / Clery Requirement

Composition of the University Appeals Board

1. A three-member University Appeals Board will be appointed by the University Title IX Coordinator, on a per-case basis from a pool of trained members: no less than 6 faculty and 6 staff. All Board members are appointed annually and serve from October 1 - September 30.
2. The pool of candidates for the University Appeals Board shall be nominated by:
 - The Faculty Senate, Executive Committee (faculty members).
 - Vice President for Student Affairs and Vice President for Finance and Administration (staff).
3. In the case of a faculty respondent, at least two members of the University Appeals Board shall be faculty, in the case of a professional staff respondent; at least two members of the University Appeals Board shall be staff (except in cases where there is not sufficient availability in the pool of trained members).
4. The complainant and/or respondent can request board members to recuse themselves from the appeal board for actual or perceived bias or other conflict of interest. The final decision regarding this request will

be made by the University Title IX Coordinator based on the information provided by the requesting party. Board members may also recuse themselves if they feel they cannot or should not hear a particular case.

5. The University Appeals Board will be trained by the University Title IX Coordinator regarding hearing procedures, evaluation of evidence, Title IX requirements and other relevant subjects, as needed.
6. Individuals cannot serve on both the University Hearing Board and the University Appeals Board during the same academic year.

Rights of the Complainant

1. The right to have a support person or advisor throughout the process, who may also be legal counsel.
2. The right to remain present, either in person or via live feed, throughout the entire hearing (not including the deliberative process).
3. The right to attend a pre-hearing meeting with the University Title IX Coordinator or designee.
4. The right to have access to existing campus counseling and support services.
5. The right to interim services to prevent reoccurrence of the behavior.
6. The right to freedom from retaliation by the respondent (or supporters of the respondent).
7. The right to be notified of the time, date and place of the scheduled hearing at least 72 hours prior to the hearing.
8. The right to submit a statement of how the misconduct has impacted the educational, living and/or working environment of the complainant.
9. The right to know the outcome of the investigation, the outcome of the hearing, appeal and the sanctions, remedies and corrective actions taken by the University.
10. The right to be informed of the ability to request changes in academic, employment and living situations.
11. The right to request a single appeal of the outcome of the University Hearing Board's decision and recommended sanctions (if necessary).

Rights of the Respondent

1. The right to a support person or advisor throughout the process, who may also be legal counsel.
2. The right to remain present during the entire hearing either in person or via live video feed (not including the deliberative process).
3. The right to attend a pre-hearing meeting with the University Title IX Coordinator or designee.
4. The right to have access to existing campus counseling and support services.
5. The right to freedom from retaliation by the complainant (or supporters of the complainant).
6. The right to notice of allegations and the opportunity to testify.
7. The right to be presumed not responsible unless shown responsible by a preponderance of the evidence.
8. The right to a timely hearing.
9. The right to notification of the charges, the specific rule or policy violated, and the time, date and place of the scheduled hearing at least 72 hours prior to the hearing.
10. The right to notification of any information that may be used in the hearing.
11. The right to request a single appeal of the outcome of the University Hearing Board's decision and recommended sanctions (if necessary).

Sanctions, Remedies and Corrective Actions

Violations of this policy will be addressed through the sanctions, remedies and corrective actions listed below. The severity of sanctions, remedies or corrective action depends on the facts and circumstances of the offense and/or any history of past conduct that violates this policy. Sanctions, remedies and corrective actions could include (but are not limited to):

- A requirement not to repeat or continue the conduct.
- Reprimand.
- Reassignment.
- Suspension.
- Termination of employment.
- Expulsion.

Student Records

Compliance with the provisions in this policy does not constitute a violation of the General Education Provisions Act (20 U.S.C. § 1232g; 34 CFR Part 99), commonly known as the Family Educational Rights and Privacy Act of 1974 (FERPA).

Longwood student records policies comply fully with the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended, of the General Education Provisions Act. The accumulation, processing, and maintenance of student data by the University are limited to that information, which is necessary and relevant to the purposes of the University. Personal data of students will be used only for the purpose for which it is collected.

Academic Transcripts – Pursuant to Virginia Code § 23-9.2:15

A prominent notation shall be placed on the academic transcript of any student who has been found responsible and expelled or suspended for a violation of this policy. The language will read as follows: Expelled – For a Violation of the University’s Code of Conduct Standards and Regulations, or, Suspended – For a Violation of the University’s Code of Conduct Standards and Regulations. The notation shall be removed from the transcript when the student has completed the term of the suspension, completed any conditions of the suspension, and has been determined by Longwood University to be in good disciplinary standing.

A prominent notation shall be placed on the academic transcript of any student who withdraws while under investigation for an alleged violation of this policy. The language will read as follows: Withdrawal while under Investigation – For a Violation of the University’s Code of Conduct Standards and Regulations. The notation shall be removed from the transcript when the student is subsequently found not responsible for a violation of this policy, or not suspended or expelled as a result of a violation of this policy.

Academic Freedom and Free Speech

This policy does not allow censorship of constitutionally-protected speech, which is valued in higher education and by Longwood University. In addressing all complaints and reports of alleged violations of this policy, Longwood University will take all permissible actions to ensure the safety of students and

Commented [a7]: Virginia – SB 1193
Requirement for prominent transcript notation for students
Suspended/Expelled or that withdraw while under investigation of
an alleged violation.

employees while ensuring free speech rights of students and employees. This policy does not in any way apply to curriculum and curriculum decisions or limit the use of particular textbooks or curricular materials.