LONGWOOD UNIVERSITY
BOARD OF VISITORS

- MEETING MATERIALS -

JUNE 12, 2020

Consent Agenda

LONGWOOD UNIVERSITY
BOARD OF VISITORS MEETING
Friday, May 15, 2020
Minutes

******* DRAFT *******

Call to Order

The Longwood University Board of Visitors met via conference call Friday, May 20. The meeting was called to order at 10 a.m. by Rector Eric Hansen.

Members Present:

Mr. Eric Hansen
Mrs. Eileen Anderson
Mr. Michael Evans
Mr. Steven Gould
Mrs. Nadine Marsh-Carter
Mr. Larry Palmer
Mrs. Polly Raible
Mrs. Ricshawn Adkins Roane
Ms. Cookie Scott
Ms. Pia Trigiani
(Mrs. Katherine Bond, Mrs. Collen Margiloff and Mr. David Hallock joined shortly after the meeting began and participated in executive session)

Also present:

President W. Taylor Reveley IV
Justin Pope, Vice President and Chief of Staff
Cameron O'Brion, University Counsel

Mr. Hansen welcomed the members of the Board and the opportunity for members to receive updates. Mr. Evans moved the Board go into closed session pursuant to Virginia Code Section 2.2-3.3711(A) paragraphs 1, 2 and 7 to discuss personnel matters such as promotion and tenure of faculty, matters that would pertain the disclosure of information of scholastic records and consultation with counsel regarding potential litigation. Ms. Trigiani seconded the motion, and the motion was approved unanimously.

In compliance with the provisions of the Freedom of Information Act, the Board returned to open session. Mr. Evans moved that each member certify to the best of each member's knowledge 1) only public business matters lawfully exempted from open meeting requirements and 2) only public business matters identified in the motion for closed session were discussed. All members in attendance voted by roll call to certify: Mrs. Anderson, Mrs. Bond, Mr. Evans, Mr. Gould,

Mr. Hallock, Mr. Hansen, Mrs. Margiloff, Mrs. Marsh-Carter, Mr. Palmer, Mrs. Raible, Mrs. Roane, Ms. Scott and Ms. Trigiani all voted yes).

Ms. Trigiani moved the Board approve actions recommended by the provost and president concerning faculty promotion, tenure and emeritus status. Mr. Evans seconded and the motion was approved unanimously.

Ms. Trigiani moved that the Board approve the appointment of John W. Daniel II to the Board of Directors of Longwood University Real Estate Foundation. Mr. Evans seconded and the motion was approved unanimously.

Mr. Hansen commended President Reveley and his team for their handling of the current emergency.

With no further business, the meeting was adjourned at approximately 11:30 a.m.

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

There are several timely matters for BOV action regarding procedural steps and routine edits, updates, and amendments to policies and procedures. These include approval of several items concerning academic credits, certificates, and graduate programs, and approval of the University's revised and updated Title IX/Sexual Misconduct Policy, as required by the U.S. Department of Education. In May, the U.S. Department of Education published new regulations governing Title IX, the federal law prohibiting discrimination on the basis of sex in education programs. Universities are required to comply with the regulations no later than August 14, 2020. Longwood's revised Sexual Misconduct Policy, included here, complies with the new regulations and is a complete revision and update from prior policy. Currently nationwide there are several lawsuits seeking to overturn the regulations or, at the very least, delay their implementation. The Board's vote should note that if a court delays implementation of the new regulations, Longwood's policy changes will be similarly delayed until legal proceedings are resolved.

ACTION ITEM

CURRICULUM

Counting of Graduate Credits in Undergraduate Degree

ACTION REQUESTED: On behalf of the President, I move that the Board of Visitors approve that graduate credits taken by undergraduate students will count toward the full-time load of the undergraduate students.

STATEMENT: The proposed change in policy would read:

> A senior at Longwood University may take up to six (6) hours of graduate credit that may be counted towards the graduate degree and electives in the undergraduate degree. Such credit may be earned only in 500-level courses and, if it meets course requirements for the degree, may be counted toward a master's degree. The senior must have an overall GPA that meets the minimum GPA required for admission to the graduate program which offers the course and must receive permission from the department chair of their major and then the Dean of the College of Graduate and Professional Studies. In any case where an undergraduate student is registered for a 500-level course that is to be applied to a graduate degree, the Dean of the College of Graduate and Professional Studies must notify the Office of the Registrar of this designation.

RATIONALE: Undergraduate students will now be able to take courses that move them to graduate study without being penalized in their undergraduate financial aid as the graduate credit hours will count towards full-time status as undergraduates. SACSCOC allows for double counting graduate work to both the baccalaureate and a master's degree for a limited number of credits for exceptional students.

The Committee on Educational Policy (EPC) and Faculty Senate have approved these proposals.

BACKGROUND: Current longstanding policy allows undergraduate seniors to take a maximum of 6 credit hours of 500-level graduate course work for graduate credit. Such students must meet minimum GPA qualifications and receive permission from both their department chair and the Dean of the College of Graduate and Professional Studies. This part of the policy would remain unchanged.

Current policy does not allow these credits to apply to the bachelor's degree. As such, financial aid policy does not allow these credits to count toward financial aid eligibility. This aspect of the policy would change.

CONSENT AGENDA

ACADEMIC AFFAIRS

Approval of a change in definition to Full-Time Status of Graduate Students from nine credit hours per semester to six credit hours per semester for academic and financial aid purposes. This definition will appear in the graduate catalog.

Federal guidelines allow each university to set its own enrollment status parameters and do not specify a minimum standard for graduate level. The institution would like to have students who take two courses in a semester as part of the revised MBA program to be considered full-time for academic purposes. These students would be eligible for financial aid purposes. The institution must report to IPEDS the graduate full-time status as those students who enroll in nine or more credits per semester. That reporting will continue while allowing students taking only six credits to have more ready access to financial aid, typically in the form of loans.

CONSENT AGENDA

ACADEMIC AFFAIRS

Approval of a Comprehensive Graduate Admissions Policy

While there have existed individual admissions policies for individual graduate programs, there was not a comprehensive policy for graduate admissions. This will help to unify our approach to admissions policy at both the undergraduate and graduate levels for SACSCOC reaffirmation. This policy was approved by the Graduate Council, the Educational Policy Committee (EPC), Faculty Senate, and the Provost and Vice President for Academic Affairs.

Purpose

The purpose of this policy is to establish a comprehensive graduate admissions policy.

Policy

The College of Graduate & Professional Studies (CGPS) receives and processes all applicants for admission to graduate programs. Graduate program directors and program faculty review applications and admit applicants they determine will most likely be successful in their graduate studies based on their qualifications.

Because each graduate program may require different preparation, this broad policy is used in conjunction with program-specific admissions requirements.

Procedure

Graduate Admissions: Applicants to graduate programs must have a bachelor's degree from a four-year regionally accredited college or university by the time of enrollment. In addition, qualifications and potential for success are determined by a review of at least two of the following, depending on program admissions requirements:

Overall undergraduate GPA

Standardized graduate test score

A personal essay

A résumé

Relevant work experience

Recommendation letter(s)

Appeals: An applicant denied admission may submit to the CGPS a written appeal with updated and/or additional information to be reviewed by the program director.

Fees: Each applicant for admission shall be assessed a non-refundable application fee or be granted a fee waiver.

Conditional Admission

Applicants may be admitted to a graduate program on conditional status if their application is missing one required element and/or if they do not meet one admission criteria. Conditional admissions requires the approval of the graduate program director and will be monitored by the director of graduate admissions.

CONSENT AGENDA

ACADEMIC AFFAIRS

Approval of Program Closure: Autism Spectrum Disorders Certificate

No students are currently enrolled in the Autism Spectrum Disorders Certificate program. Faculty determined that students are more interested in particular courses to seek an endorsement instead of a certificate. Longwood University is closing the program because of a lack of student demand.

The Committee on Educational Policy (EPC), Faculty Senate, and the Provost and Vice President for Academic Affairs have approved this proposal.

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 prohibits 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 sexual misconduct that involves members of the Longwood community who are involved in an education program or activity which includes locations, events or circumstances over which Longwood University exercises substantial control over both the alleged respondent and the context in which the sexual harassment occurs. The intent of this policy is to provide the campus community with information, common definitions, and strategies to report incidents that occur.

Eligibility for Assistance

This policy applies to all Longwood students, staff and faculty in all university programs and activities. 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 supportive measures which may include counseling, medical assistance and living, learning and/or appropriate working environment adjustments.

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 alleged respondent is affiliated with Longwood, both the complainant and alleged respondent shall be offered supportive measures as appropriate.

If the complainant is not a Longwood student, staff or faculty member but the alleged respondent is affiliated with Longwood, the alleged respondent shall be offered supportive measures as appropriate.

Definitions

Sexual misconduct is a term that encompasses prohibited sexual and gender-based behaviors. In general, any non-consensual contact of a sexual nature may constitute sexual misconduct. Behaviors or attempted behaviors range in severity and may be grounds for conduct action under this policy. The following policy definitions apply:

1. **Consent:** Effective consent is the basis of the analysis applied to unwelcome sexual activity. Lack of consent is the critical factor in any incident of sexual misconduct and sexual violence. Consent can be communicated verbally or by actions. But in whatever way consent is communicated, it must be reasonable and mutually understandable. Consent is a voluntary, informed, non-coerced agreement through words or actions that is freely given, which a reasonable person would interpret as a willingness to participate in mutually agreed upon sexual activity. 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 activity. 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, or intimidating behavior. Effective consent cannot be given by minors, mentally impaired individuals or persons incapacitated as a result of drugs or alcohol. Intentionally administering alcohol or drugs for the purpose of inducing incapacity is prohibited. Use of alcohol or other drugs will never function to excuse behavior that violates this policy.

   Sexual activity includes intentional contact directly or through clothing 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). 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.

2. **Unwelcome Sexual Contact**: includes fondling or touching, either of the complainant, or when the complainant is forced to touch another person's body.

3. **Coerced Sexual Intercourse**: includes rape, attempted rape, sodomy, or other sexual acts or misconduct; or when the complainant is incapable of consent. 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.

4. **Sexual Exploitation:** Sexual exploitation occurs when an individual takes non-consensual sexual advantage of another for their 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. Engaging in voyeuristic behavior, including viewing or allowing viewing of sexual activity without the consent of all parties;
d. Knowingly transmitting an STD, STI or HIV to another.
e. Disseminating or using video or photographic still images created by any means that depicts another person who is totally nude, or in a state of undress so as to expose the genitals, pubic area, buttocks,

or female breast, without consent of the person(s) who are the subject of the video or stillimages.

5. **Sexual Harassment:** Sexual harassment means conduct on the basis of sex that satisfies one or more of the following: 1) An employee of the University conditioning the provision of an aid, benefit or service of the University on an individual's participation in unwelcome sexual conduct; 2) Unwelcome conduct determined by a reasonable person to so severe, pervasive and objectively offensive that it effectively denies the person equal access to the University's education program or activity. 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 orempployee 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 oremployee.
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.

6. **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.

a. 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.
b. 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.
c. Any incident meeting this definition is considered a crime for the purposes of Clery Actreporting.
d. 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:

a. Intentionally causing bodily injury;
b. Purposely or knowingly causing reasonable apprehension of bodily injury;

c. Emotional abuse creating apprehension of bodily injury or property damage;
d. Repeated telephonic, electronic, or other forms of communication -- anonymously or directly -- made with the intent to intimidate, terrify, harass, or threaten;

7. **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:

a. 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.
b. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.
c. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
d. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

8. **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 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.

9. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute a violation of this policy.

10. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute or a violation of this policy.

11. **Party** means a complainant and/or respondent.

12. **Supportive measures** are non-disciplinary and non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge, to protect the safety of all parties and deter violations of this policy. Where a complainant reports an incident but does not wish to file a formal complaint, supportive measures provide a go-to response for a school to demonstrate it is responding to the reported incident in a manner that is not clearly unreasonable, without punishing the alleged perpetrator absent a determination of responsibility.

    Supportive measures are available to both complainants and respondents to preserve each party's equal access to their education pending the outcome of the investigation. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments,

modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

13. **Informal resolution** is resolution of a complaint other than an investigation or formal hearing. Informal resolution may include mediation, restorative justice, or other models of alternative dispute resolution. Informal resolution is voluntary and requires the written consent of the parties and the University.

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 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

Sasha Johnson, Title IX Coordinator
Office: Lancaster Hall, G-08L;
Office Phone (434) 395-2571, Cell Phone (434) 808-9439
Email: titleix@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 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 offenses for personal consumption of alcohol or drugs, or minor violations of the Student Code of Conduct Standards and Regulations disclosed during the reporting process, when the disclosure is made in conjunction with a good faith report. 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 may take immediate steps to separate the individuals and prevent contact, if appropriate. The applicable Vice President or designee in consultation with the Title IX Coordinator will make the appropriate determination regarding alternative arrangements. Alternative arrangements may include, but are not limited to: temporary disciplinary suspension (depending on the severity of the allegations), adjustment of academic schedule or employment, no contact orders, and/or alternative living arrangements.

The 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 complaint.
- Explaining Longwood University's policy and investigation procedures.
- Exploring various means of resolving the complaint including informal resolution.
- 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 arealleged.
- Conducting or arranging for an investigation of the alleged prohibited conduct.
- Arranging supportive measures, 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 Title IX Coordinator is responsible for maintaining records relating to sexual misconduct reports, investigations and resolutions.

- The 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.

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).

Lisa Mooney, Chief Human Resources Officer
Office: Lancaster Hall, 120B
Phone: (434) 395-2074
Email: mooneylj@longwood.edu

Reporting Options

1. Title IX Coordinator: Students, staff or faculty who believe they have either witnessed or been subjected to sexual misconduct should notify the University Title IX Coordinator:

   Sasha Johnson, Title IX Coordinator
   Office: Lancaster Hall, G-08L;
   Office Phone (434) 395-2751, Cell Phone (434) 808-9439
   Email: titleix@longwood.edu
   www.longwood.edu/titleix

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/forms/report-a-crime

3. Confidential Reporting Options: 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 (CAPS), University Health Center, or off-campus crisis resources, who will maintain confidentiality. CAPS staff is available to assist students free of charge.

- Counseling and Psychological Services
  Health and Fitness Center, Upper Level; Phone: (434) 395- 2409
- University Health Center
  Longwood Landings, 106 Midtown Ave, Farmville, VA; 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, Inc. 24-Hour Hotline: (888) 819-2926

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, University 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.

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 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 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 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 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. Complainant and/or respondent may each select one advisor, who may also be legal counsel, to accompany them during the investigation process, Informal Resolution and Formal Procedures. The advisor may be present with their respective party for all meetings, hearings and appeals. The advisor's may ask questions on a party's behalf during hearings but is otherwise not permitted to actively participate in meetings or appeals. The advisor may, however, attend meetings and appeals. When scheduling any meetings, hearings and/or appeals, primary consideration will be given to the parties and any witnesses.

3. 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.

4. 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.

5. The University may dismiss complaints prior to conducting an investigation where a) the facts alleged would not constitute a violation of this policy; b) the complainant chooses to withdraw a formal complaint or any portion of the allegations; c) the respondent is no longer enrolled; or d) circumstances prevent the University from gathering evidence sufficient to reach a determination regarding the complaint.

6. Criminal investigations, separate from the process outlined in this policy, are 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. Informal Resolution
   Some complaints can be resolved through informal resolution between the parties. The Title IX Coordinator and/or designee may arrange for, or facilitate informal resolution between the involved parties.

a. Informal resolution is voluntary and requires the written consent of the parties and the University.
b. Once the informal resolution is complete, written notification of the agreed upon resolution shall be given to both parties by the Title IX Coordinator or designee.
c. 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.
d. If the parties are unable to reach an informal resolution the formal resolution procedure may be pursued.

8. 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 unless the parties have agreed to participate in informal resolution
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 impact of the incident(s) on the complainant's educational opportunities, living situation, position, salary, benefits, promotional opportunities, or other terms or conditions of employment.
   - Any steps the complainant has taken to address the misconduct.
   - 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. Prior to completion of the investigative report, the University will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least ten business days to submit a written response, which the investigator will consider prior to completion of the investigative report.
e. At the completion of the investigation, both the respondent and complainant and their advisors will be informed within ten business days, in writing, of the outcome of the investigation.
f. Both the complainant and respondent are entitled to a copy of the investigators' report, redacted of any personally identifiable information. The redacted 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. The non-redacted report may be viewed by the parties at any time during normal business hours.
g. 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 sanctions / measures determined by the University Title IX Coordinator or designee to prevent the violation's recurrence; or challenge the findings and request a hearing. The respondent must, within five business days from the written notification of the outcome of the investigation, make a decision to, accept the findings or challenge the findings and sanctions / measures, and request a hearing. The Title IX Coordinator or designee reserves the right to send the case to the University Hearing Board for sanction/measures recommendations only, in investigations that the respondent has been found responsible and accepts those findings.
h. The complainant may decide, subsequent to the filing of formal charges against the respondent, to withdraw the complaint.

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 investigator (s), 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 respectful. Strict rules of evidence will not be applied. The Board will ensure that only relevant questions are posed during cross-examination.
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 may be conducted by party's advisor in the presence of the University and 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. Advisors may question witnesses on a party's behalf. If either party does not provide their own advisor, the University will provide an advisor to fulfill the cross-examination role.
h. Each party may present an opening statement and a closing statement before the Board.
i. Each party may present evidence and witnesses. Witnesses may be cross-examined by the hearing board in opposing party's presence.
j. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. 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.
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. The University has the burden to demonstrate by a preponderance of evidence that 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.

Composition of the University Hearing Board

1. A three-member University Hearing Board will be appointed by the Title IX Coordinator, on a per-case basis from a pool of trained members: no less than five faculty and five 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 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 two members of the University Hearing Board shall be faculty, in the case of a professional staff respondent; at least two 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. Either party 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 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 Title IX Coordinator regarding hearing procedures, evaluation of relevant evidence, Title IX requirements and other 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 appeal:
a. The University Hearing Board's decision, and
b. The University's decision to dismiss a compliant.

3. Appeals must be filed within three business days of the University Hearing Board's written decision, or the University's decision to dismiss the complaint. To file an appeal, students and employees must fill out the appeal form provided with written notice of the University Hearing Board's decision, or the University's decision to dismiss the complaint. The University will provide a copy of the appeal to the other parties.

4. Appeals may only proceed based on the following reasons:
a. Procedural irregularity that materially affected the outcome of the matter. A procedural irregularity may include a failure to objectively evaluate or admit all relevant evidence, including inculpatory and exculpatory evidence;
b. New evidence that was not reasonably available at the time the determination regarding

responsibility or dismissal was made, that could affect the outcome of the matter; and

c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5. The University Appeals Board will convene within five business days of the receipt of the appeal. All 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. Each party will have the opportunity to submit a written statement in support or opposition to the appeal.

7. Within ten business days the University Appeals Board shall issue a written decision to the parties: 1) denying the appeal and upholding the decision of the University Hearing Board, or 2) granting the appeal and remanding the issue to the Title IX Coordinator or the University Hearing Board.

   The outcome of the appeal and any recommended sanctions will be forwarded to the applicable Vice President or designee immediately following the appeal: the Director of Student Conduct and 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.

8. Both parties will be informed within five business 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.

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 five faculty and five 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 parties 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 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.

Postponement of Hearings and Appeals

A respondent or complainant may request one postponement of a hearing or appeal by contacting the Title IX Coordinator at least two (2) business/working days prior to the scheduled hearing or appeal, unless extenuating circumstances exist. Postponement will be allowed only under the following conditions:

a. The respondent/complainant has an academic conflict;
b. The respondent/complainant is unable to produce necessary witnesses on the scheduled date of the hearing;
c. The respondent/complainant has a family emergency;
d. The respondent/complainant is too ill to attend the hearing;
e. The respondent/complainant cannot attend because of a religious holiday.

The Title IX Coordinator may require written verification of the reason claimed.

Rights of the Complainant

1. The right to have an advisor throughout the process, who may also be legal counsel.
2. The right to remain present throughout the entire hearing (not including the deliberative process).
3. The right to attend a pre-hearing meeting with the Title IX Coordinator or designee.
4. The right to have access to supportive measures.
5. The right to supportive measures 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 and appeal, if applicable, at least 72 hours prior to the hearing or appeal.
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 present relevant evidence.
10. 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.
11. The right to be informed of the ability to request changes in academic, employment and living situations.
12. 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 an advisor throughout the process, who may also be legal counsel.
2. The right to remain present during the entire hearing (not including the deliberative process).
3. The right to attend a pre-hearing meeting with the Title IX Coordinator or designee.
4. The right to have access to supportive measures.
5. The right to freedom from retaliation by the complainant (or supporters of the complainant).
6. The right to written notice of the specific allegations and the opportunity to testify.
7. The right to be presumed not responsible unless shown responsible by a preponderance of the evidence until a determination regarding responsibility is made at the conclusion of the grievance process.

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 and appeal, if applicable, at least 72 hours prior to the hearing or appeal.
10. The right to present relevant evidence.
11. The right to notification of any information that may be used in the hearing.
12. 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.
- Disciplinary Probation.
- Disciplinary Suspension.
- Termination of employment.
- Expulsion.

Student Records
Compliance with the provisions in this policy does not constitute a violation of the Family Education Rights and Privacy Act of 1974 (FERPA). Longwood student records policies comply fully with the Family Educational Rights and Privacy Act (FERPA) 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.

Release of Documents
Under federal privacy laws, investigation reports, witness statements and any documents prepared by the University constitute education records which may not be disclosed outside of the proceedings, except as may be required or authorized by law. The University does not, however, impose any restrictions on the parties regarding re-disclosure of the incident or their participation in proceedings under this policy.

Academic Transcripts – Pursuant to Virginia Code § 23.1-900
A prominent notation shall be placed on the academic transcript of any student who has been found responsible and expelled or suspended for sexual violence, which includes the following as defined by this policy: unwelcome sexual contact, coerced sexual intercourse, and dating and relationship violence. 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 disciplinary suspension, completed any conditions of the disciplinary 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 prior to the final outcome of an investigation, hearing and/or appeal that alleges sexual violence, which includes the following as defined by this policy: unwelcome sexual contact, coerced sexual intercourse, and dating and relationship violence. 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.

A student may petition for a notation to be removed from the academic transcript after a period of three years from the final outcome or resolution of the case if the student can show good cause. Removal of the notation is not the same as removal of the violation(s) from the student's educational record.

The Title IX Coordinator or designee will review petitions for transcript notation removal. The decision will be based upon the following criteria:

1. The violation(s)
2. The student's behavior subsequent to the violations(s)
3. The student's demonstrated reflection and growth

After a petition has been evaluated, the student will receive written notification of the decision, which will be final.

Academic Freedom and Free Speech

This policy does not allow censorship of constitutionally-protected speech. 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 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.

Tuition and Fees FY 2020-21

LONGWOOD
UNIVERSITY

Office of Public Relations
201 High Street
Farmville, VA 23909
434-395-2020

---- DRAFT FOR BOARD OF VISITORS ----

June 12, 2020

Longwood approves small tuition increase for 2020-21

Longwood University's Board of Visitors has approved a budget for the upcoming year that boosts student financial aid amidst Covid-19 and modestly increases tuition and fee charges, keeping Longwood's average rate change over recent years among the very lowest in Virginia.

Longwood's Board approved an increase of tuition and mandatory fees of 2.88 percent, or $390 for the year. Since 2014, Longwood's annual increases have averaged 2.9 percent annually, the second lowest of any of Virginia's 15 public universities.

The budget for the 2020-21 academic year also increases spending on scholarships and aid to students, anticipating the severe financial impact of Covid-19 on students and families. It provides for 2020-21 expenditures regarding Covid-19 preparedness as well.

"Longwood is doing everything we possibly can to recognize the challenges families face paying for college, and making sure we do our part to operate as efficiently as we possibly can during this time of financial strain across the country," said President W. Taylor Reveley IV. "Our goal is always freeze tuition or have bare-minimum increases, and over recent years we've made real progress keeping Longwood affordable. This year, given the certainty of additional Covid-related costs to the university, and the likelihood of significant cuts to state funding due to the economy, we are cutting expenses as never before so students and families will bear as little as possible of the burden."

Earlier this spring, Longwood announced temporary pay cuts over the coming year to prepare for expected state budget cuts in the fall. Those reductions, which exempted some public safety personnel, averaged 6.5 percent across the university, though senior administrators saw reductions of 15 and 20 percent, and President Reveley will take a 25 percent reduction.

"Unfortunately but understandably, in light of the crisis, the Commonwealth has placed on hold funding in the state budget that would help universities freeze tuition," Reveley said. "Should that funding be restored, Longwood would be able to revisit our tuition charges for the upcoming year."

Longwood University
Undergraduate Tuition and Fees
2020-2021

In-State Undergraduate Students

	(Based on 30 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	7,940	8,180	240	3.02%
Mandatory Non-E&G Fees	5,580	5,730	150	2.69%
	13,520	**13,910**	**390**	**2.88%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
273	281	Tuition
180	185	Comprehensive Fee
6	6	Student Activity Fee
186	191	
459	472	**Total Per Credit Hour**

Total In-State Undergraduate Tuition and Fee Charges				
	2019-2020	2020-2021	$ Increase	% Increase
Commuter	13,520	13,910	390	2.88%
* Residential	25,188	25,930	742	2.94%

* Assumes Main Campus Housing and Block 225+ $325 Meal Plan
(Rates approved by Board of Visitors on December 6, 2019)

The General Assembly approved a state budget on March 12, 2020 that included new funding in FY21 for an In-State Undergraduate Tuition Moderation for institutions of higher education that freeze tuition for in-state undergraduates. As a result of the COVID-19 pandemic's impact on state revenues, the Tuition Moderation funding has been placed on hold with no assurance that it will become available. In the event that the University receives its $2.1Million share of the proposed Tuition Moderation funding, the University will roll back the proposed tuition increase and freeze tuition for in-state undergraduates to FY20 levels.

Code of Virginia Section 23-7.4F requires that after August 1, 2006, a surcharge be assessed to all resident undergraduate students after completing 125% of the credit hours required to satisfy baccalaureate degree requirements. The surcharge is the difference between the average cost of education and in-state undergraduate tuition and mandatory E&G fees. In effect, the surcharge requires students to pay the average cost of education once they have exceeded 125% of the credit hours needed to satisfy their undergraduate degree program requirements

Liberal Studies 12-credit courses will be charged at the per credit rate rather than at the full-time tution rate for students taking 12-18 credit hours. Additional classes taken during the same semester will also be charged at the per credit rate.

	2019-2020	2020-2021
Virginia Undergraduate Tuition Surcharge (Per Credit Hour)	347	374

Longwood University
Undergraduate Tuition and Fees
2020-2021

Out-of-State Undergraduate Students

	(Based on 30 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	23,900	24,620	720	3.01%
Mandatory Non-E&G Fees	5,580	5,730	150	2.69%
	29,480	**30,350**	**870**	**2.95%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
785	809	Tuition
20	20	Capital Fee
805	829	
180	185	Comprehensive Fee
6	6	Student Activity Fee
186	191	

Total Out-of-State Undergraduate Tuition and Fee Charges

	2019-2020	2020-2021	$ Increase	% Increase
Commuter	29,480	30,350	870	2.95%
* Residential	41,148	42,370	1,222	2.97%

* Assumes Main Campus Housing and Block 225 + $325 Meal Plan
(Rates approved by Board of Visitors on December 6, 2019)

Longwood University
Graduate Tuition and Fees
2020-2021

In-State Graduate Students
On Campus

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	8,640	8,640	0	0.00%
Mandatory Non-E&G Fees	3,336	3,432	96	2.88%
	11,976	**12,072**	**96**	**0.80%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
360	360	Tuition
133	137	Comprehensive Fee
6	6	Student Activity Fee
139	143	

In-State Graduate Students
Hybrid/Off Campus/On Line/Intersession

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	8,640	8,640	0	0.00%
Mandatory Non-E&G Fees	864	888	24	2.78%
	9,504	**9,528**	**24**	**0.25%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
360	360	Tuition
36	37	Comprehensive Fee

Longwood University
Graduate Tuition and Fees
2020-2021

Out-of-State Graduate Students
On Campus

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	24,360	24,360	0	0.00%
Mandatory Non-E&G Fees	3,336	3,432	96	2.88%
	27,696	**27,792**	**96**	**0.35%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
995	995	Tuition
20	20	Capital Fee
1015	1015	
133	137	Comprehensive Fee
6	6	Student Activity Fee
139	143	

Out-of-State Graduate Students
Hybrid/ Off Campus/ Intersession

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	23,880	23,880	0	0.00%
Mandatory Non-E&G Fees	864	888	24	2.78%
	24,744	**24,768**	**24**	**0.10%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
995	995	Tuition
0	0	Capital Fee*
995	995	
36	37	Comprehensive Fee
1031	1032	

* Capital Fee of $20 per credit applied to Intersession classes on campus only

Out-of-State Graduate Students
Fully Online Programs (MBA and HPE)

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	8,880	8,880	0	0.00%
Mandatory Non-E&G Fees	864	888	24	2.78%
	9,744	**9,768**	**24**	**0.25%**

Per-Credit-Hour Rate		
2019-2020	2020-2021	
370	370	Tuition
0	0	Capital Fee*
370	370	
36	37	Comprehensive Fee
406	407	

Longwood University
Graduate Tuition and Fees
2020-2021

Differential Tuition Request
In-State Graduate Students - Communication & Disorders (Masters of Science)
On Campus Only

	(Based on 24 Credit Hours)			
	2019-2020	2020-2021	$ Increase	% Increase
Tuition & Mandatory E&G Fees	9,456	9,456	0	0.00%
Mandatory Non-E&G Fees	3,336	3,432	96	2.88%
	12,792	12,888	96	0.75%

Per-Credit-Hour Rate		
2019-2020	2020-2021	
394	394	Tuition
133	137	Comprehensive Fee
6	6	Student Activity Fee
139	143	

Longwood University
Graduate Tuition and Fees
2020-2021

19/20 EDLD COHORT Tuition Request
(These rates are for the duration of the degree program)

In-State & Out-of-State Graduate Students
Education Leadership (Masters of Science)

Per-Credit-Hour Rate		
2019-2020	2020-2021	
298	298	Tuition
36	37	Comprehensive Fee
6	6	Student Activity Fee
42	43	

19/20 RDLL COHORT Tuition Request
(These rates are for the duration of the degree program)

In-State & Out-of-State Graduate Students
Reading , Literacy, and Learning (Masters of Science with Endorsement 34 credit hours

In-State & Out-of-State Graduate Students
Reading , Literacy, and Learning (Endosement Only 22 credit hours

Per-Credit-Hour Rate		
2019-2020	2020-2021	
	360	Tuition
	37	Comprehensive Fee
	6	Student Activity Fee
	403	

Longwood University
Summer School Tuition and Fees

Per Credit Hour Rates:

	2019-2020 (Summer 2020) Terms 202050 & 202060	2020-2021 (Summer 2021) Terms 202150 & 202160	$ Increase
Tuition			
Undergraduate In-State	273	281	8
Undergraduate Out-of-State	785	809	24
Graduate In-State	360	360	0
Graduate Out-of-State	995	995	0
Comprehensive Fee *			
Undergraduate	56	57	1
Graduate	36	37	1
Capital Fee	20	20	0

* Applies to all credits (On Campus, Off Campus, On-Line)

Longwood University
2020-2021 Tuition and Fee Rate

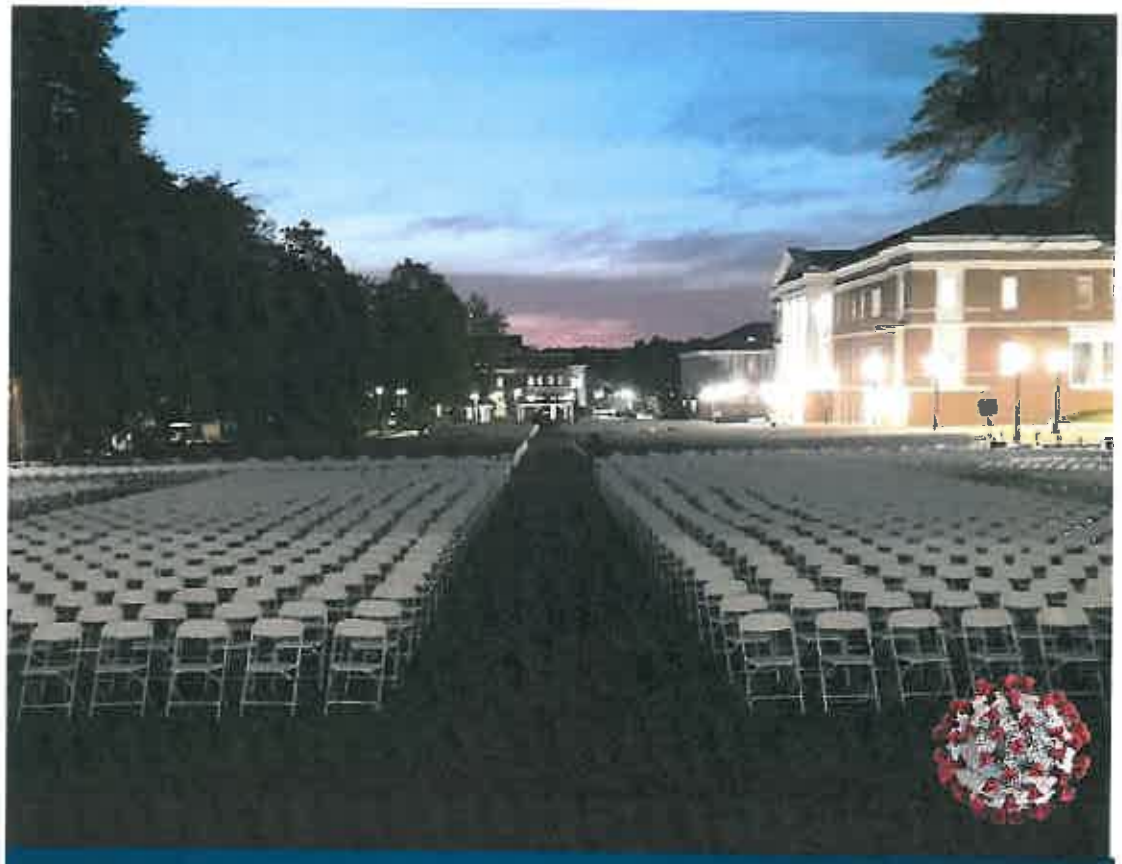
	2019-2020	2020-2021	$ Change	% Change
Tuition (per credit hour)				
Undergraduate In-State	273	281	8	2.93%
Undergraduate Out-of-State	785	809	24	3.06%
Graduate In-State	360	360	0	0.00%
Graduate Out-of-State	995	995	0	0.00%
Virginia Undergraduate Tuition Surcharge*	347	374	27	7.78%
Comprehensive Fee (per credit hour)				
Undergraduate	180	185	5	2.78%
Graduate	133	137	4	3.01%
Graduate - Off Campus	36	37	1	2.78%
Student Activity Fee (per credit hour)				
On Campus	6	6	0	0.00%
Capital Fee (per credit hour)				
On Campus, Out-of-State	20	20	0	0.00%
Application Fees				
Undergraduate	50	50	0	0.00%
Undergraduate Readmission	30	30	0	0.00%
Graduate	65	40	(25)	-38.46%
Graduate Readmission	40	40	0	0.00%
Professional Studies	25	40	15	
Incoming Student Transition Fee				
Incoming Student Transition Fee	225	225	0	0.00%

* Code of Virginia Section 23-7.4F requires that after August 1, 2006, a surcharge be assessed to all resident undergraduate students after completing 125% of the credit hours required to satisfy baccalaureate degree requirements. The surcharge is the difference between the average cost of education and in-state undergraduate tuition and mandatory E&G fees. In effect, the surcharge requires students to pay the average cost of education once they have exceeded 125% of the credit hours needed to satisfy their undergraduate degree program requirements.

Operating Budget FY 2020-21

OPERATING BUDGET AND PLAN FY 2020-2021

Development of Citizen Leaders



LONGWOOD
UNIVERSITY

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2020-2021 BUDGET SUMMARY

This section provides an overview of the University's FY 2021 operating budget. Detailed budget information is provided in the supporting tables. Highlights of the proposed plan are presented below.

- COVID-19 has uniquely impacted this year's budget development and created uncertainty surrounding projections on revenue and expenses. Particularly challenging is the lack of clarity around enrollment, upper-class retention, state funding, as well as the additional cost required to operate campus while COVD-19 is still a threat. As in all years, the University will adapt as things become clear and operate within its means. The budget for FY 2021 will certainly need to be agile and flexible as we gain clarity on three main areas: enrollment, state funding, and finalization of plans for the return to on- campus instructional and residency.

- The budget is based on assumptions related to enrollment projections, actions taken by the General Assembly and Governor, revenue calculations and expenditure estimates. Revenue projections utilize historic revenue calculations, prior credit hour production and enrollment forecasts to estimate revenues.

- Budgeted expenses incorporate the expected savings that will result from the payroll reductions that were announced on May 12, 2020, in the estimated amount of $3.3 million and the impact of holding currently open positions during the required hiring freeze announced by the state.

- It is notable that at this time we expect to incur COVID-19 related operating costs of $1,326,357 that will currently need to be funded within the existing budgets unless the University receives funding from state distribution of federal CARES Act Coronavirus Relief Fund, which is uncertain at this time.

- In coordination with the Commonwealth, the University is developing contingencies to make agile and appropriate adjustments to operations as needed to address shortfalls in revenues and/or state funding reductions. A broad review of contracts, non-mission critical spending, and opportunities to create operating efficiency is ongoing.

- The General Assembly approved a state budget on March 12, 2020 that included new funding in FY 2021 for an In-State Undergraduate Tuition Moderation for institutions of higher education that freeze tuition for in-state undergraduates. Additional financial aid in the amount of $747,800 was approved. As a result of the COVID-19 pandemic's impact on state revenues, the Tuition Moderation and financial aid funding has been placed on hold with no assurance that it will become available. Should such funding be restored, Longwood would be able to revist tuition charges for the upcoming year.

- The University is continuing a single semester rate, rather than a per- credit charge for full time students taking between 12 and 18 credit hours per semester.

- In compliance with guidance set forth by the Governor and the General Assembly, room and board charges may be increased to cover changes in inflationary costs, debt service expenses, and costs associated with base salary and benefit increases.

- The projected revenue budget for FY 2021 is $132,995,538, which excludes $5,789,779 in state appropriation for student financial assistance. The proposed expenditure budget for the total University is $132,995,538.

- The budget consists of two major components: the Educational and General Programs budget and the Auxiliary Services budget.

- The Educational and General Programs budget, which includes both general and non-general funding sources, is composed primarily of expenditures and revenues in the Instructional programs, as well as Sponsored Programs (grants and contracts). The total planned expenditures for FY 2021 are $70,981,468.

- In FY 2021, Longwood will contribute $69,000 to fund faculty promotions.

- Longwood will fund the Core Curriculum *CIVITAE* implementation cost for FY 2021 with $1,277,164.

- The second major component of the University's total budget is Auxiliary Services, which includes activities such as student housing, dining, services, parking and athletics. The proposed Auxiliary Service budget for FY 2020 is $62,014,070

2020-2021 ACTIONS OF THE GENERAL ASSEMBLY

The General Assembly session began January 8, 2020, and ended on March 12, 2020. The General Assembly finalized a budget for 2020-22 and a caboose budget for 2018-20 on March 12, 2020. After the General Assembly voted on the Governor's recommended changes to both budgets on April 22, 2020, the Governor signed the caboose budget for 2018-20 on April 24, 2020 and the budget for 2020-22 on May 21, 2020.

As a result of the COVID-19 pandemic's impact on state revenues, the amended budget for 2020-22 approved by the General Assembly on April 22nd freezes new state spending, with no assurance that this funding will become available. The state will reforecast revenues later this summer, and the Governor will call the General Assembly back for a special session on the budget, which may result in additional reductions in state funding to agencies and institutions of higher education.

Longwood's current total Educational and General (E&G) operating appropriation will increase from $73,380,925 to $74,370,260 - $31,498,893 GF and $42,871,367 NGF. There was additional GF appropriation of $137,400 for Early Childhood and $787,400 for financial aid that have been unappropriated at this time due to COVID-19.

The budget will provide an additional $989,335 in FY 2021. This is due to the state mandated salary increase that occurred in FY 2020. Longwood's FY 2021 general fund increased $281,787. Longwood's non-general fund operating base increased $707,548. These changes will be reflected in our appropriation received from the state on July 1, 2020.

Financial Aid

General fund support for student financial assistance in FY 2021 will remain at the FY 2020 level $5,789,779. The previously approved $787,400 in additional general fund financial aid has been unappropriated due to the uncertainty of the COVID-19 pandemic. Due to these circumstances Longwood will fund the $747,800 in additional aid from tuition and fee revenue. Due to the timing of the financial aid being unappropriated, it had already been committed.

Southside Virginia Regional Technology Consortium (SVRTC)

Funding remained at $108,905 for the SVRTC in FY 2021.

Salary Increases

No salary increases are included in FY 2021 budget.

Higher Education Equipment Trust Fund

Funding for the FY 2021 Equipment Trust Fund (ETF) program of $743,433 general fund will be appropriated to Longwood. This is unchanged from the previous year.

Out-of-State Capital Fee

Out-of-state students are required to pay 100 percent of the average cost of their education. Additionally, non-resident students will pay $20 per credit hour as a mandatory capital fee. The amount of capital fees that will be paid by the University to support state capital project debt service on bonds issued under the 21st Century Program remains unchanged at $106,149.

Capital Projects

Longwood's Maintenance Reserve funding for FY 2021 is $1,899,815, an increase of $20,950 over FY 2020.

2020-2021 EDUCATIONAL AND GENERAL PROGRAM PRIORITIES

The University's 2020-2021 Educational and General budget is based on priorities that support the strategic plan. After carefully examining the revenue projection for FY 2021, funds were allocated for strategic initiatives. The recommended expenditures include funds for the following:

• Core Curriculum *CIVITAE*	$ 1,277,164
• Increase Scholarships	$ 787,400
• Increase in Faculty Promotions	$ 69,000

2020-2021 AUXILIARY SERVICES PROGRAM PRIORITIES

The University's 2020-2021 Auxiliary Services budget is based on the program priorities listed below. Auxiliary activities are required to be self-supporting and must maintain sufficient fund balances for operations, renewal and equipment replacement and capital reserves. The Board approved housing and dining rate increases on December 6, 2019.

Auxiliary Indirect Cost Rate

The Auxiliary Services operations are charged an indirect cost recovery rate for services provided by educational and general operations (such as payroll processing, purchasing, billing services, and facilities administration). The auxiliary cost study is submitted to SCHEV prior to the beginning of each biennium. The indirect cost rate for the 2020-2022 biennium is 13.87 percent. This is a .32 percent decrease from the prior biennium.

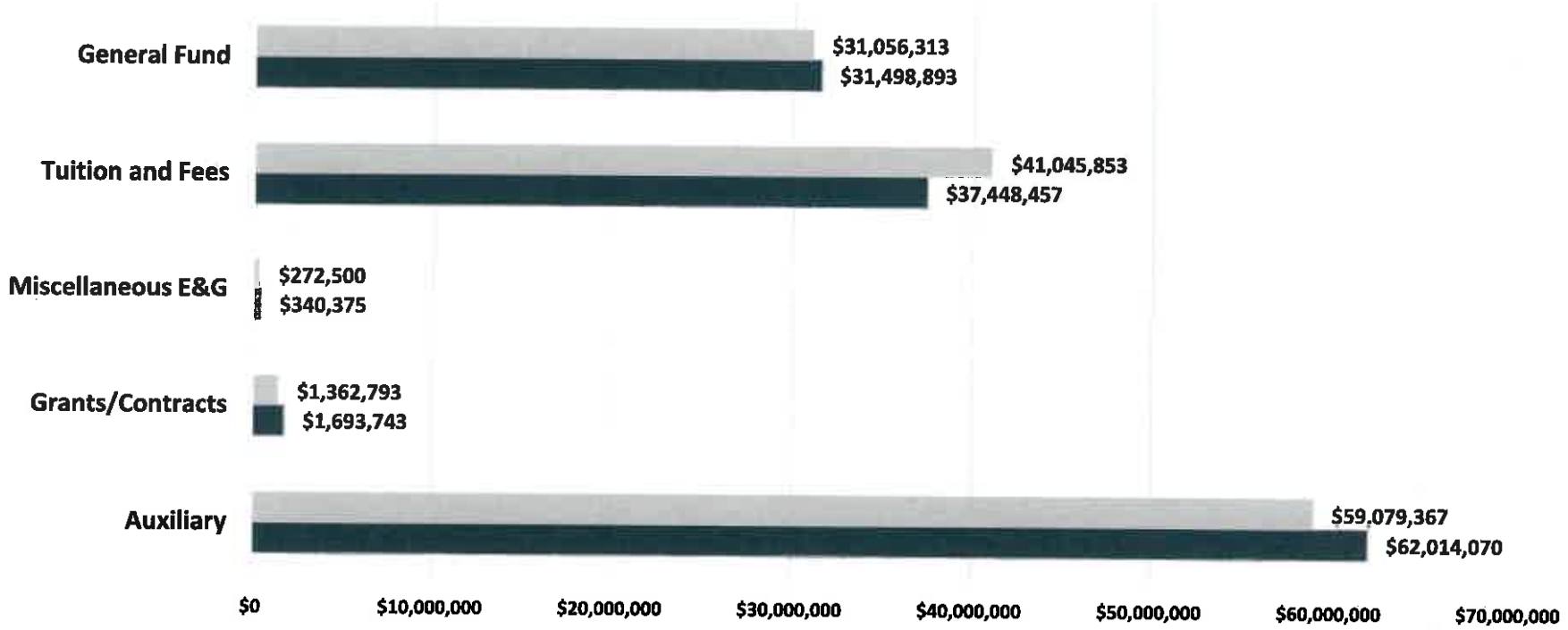
Housing & Dining

Combined, Housing and Dining are self-supporting operations and contribute to any needs in comprehensive fee budgets.

Comprehensive Fee Budgets

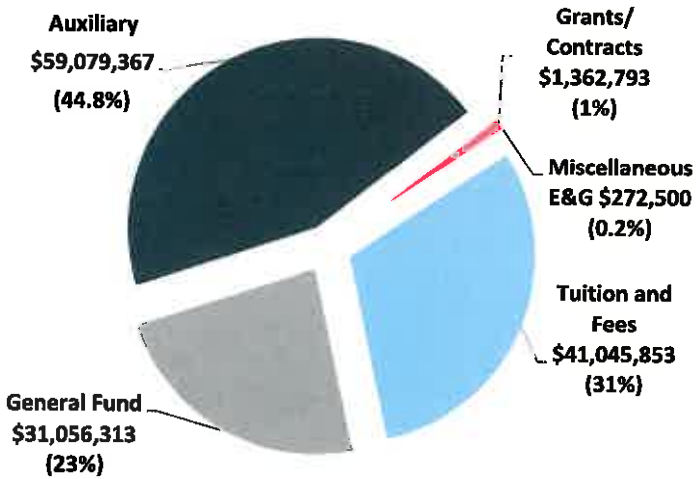
The comprehensive fee is used to support many auxiliary programs and services including: intercollegiate athletics, recreation and intramural programs, the student union, student health and wellness services, the Farmville Area Bus services, debt service, and repair and maintenance on non-general fund supported facilities.

Total Revenue

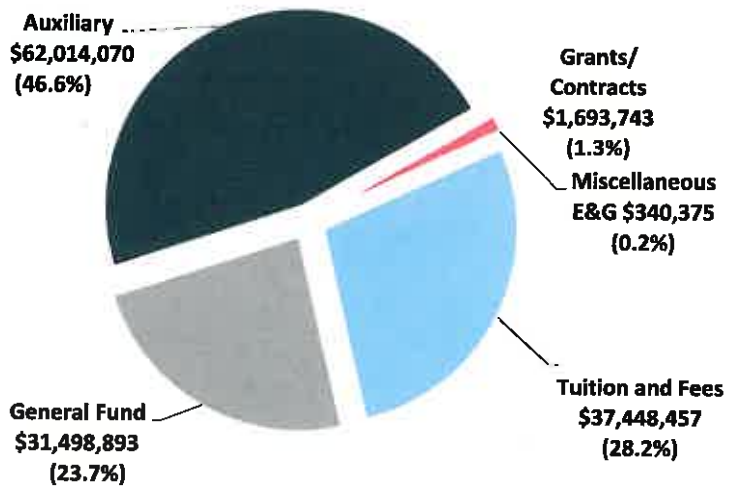


2019-20 Revenue: $132,816,826 ■ 2020-21 Revenue: $132,995,538

Total Revenue Comparison by Category

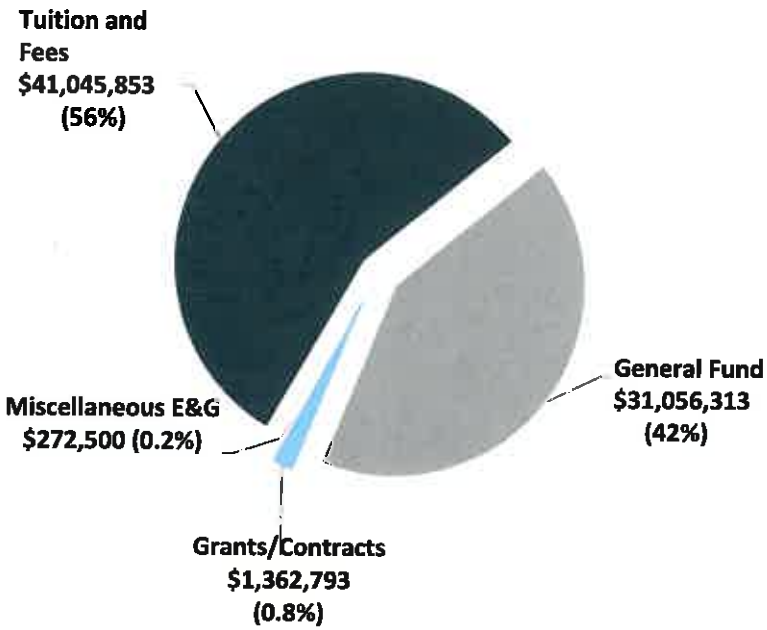


2019-20 Total Revenue: $132,816,826

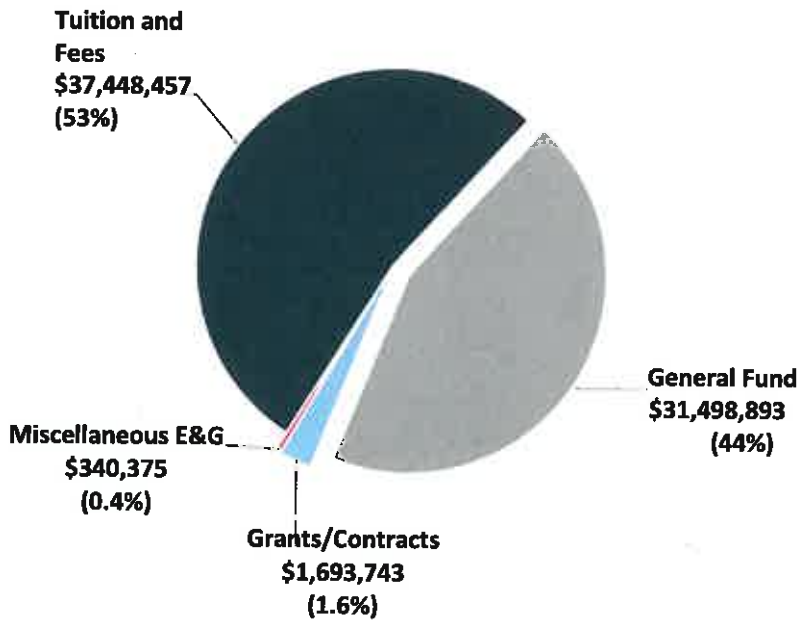


2020-21 Total Revenue: $132,995,538

E&G Revenue Comparison by Category

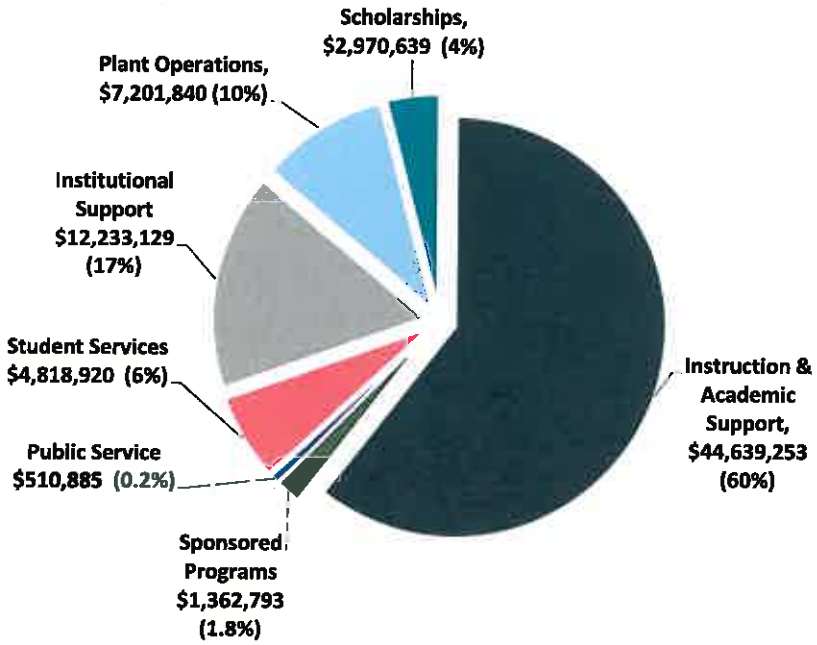


2019-20 E&G Revenue: $73,737,459

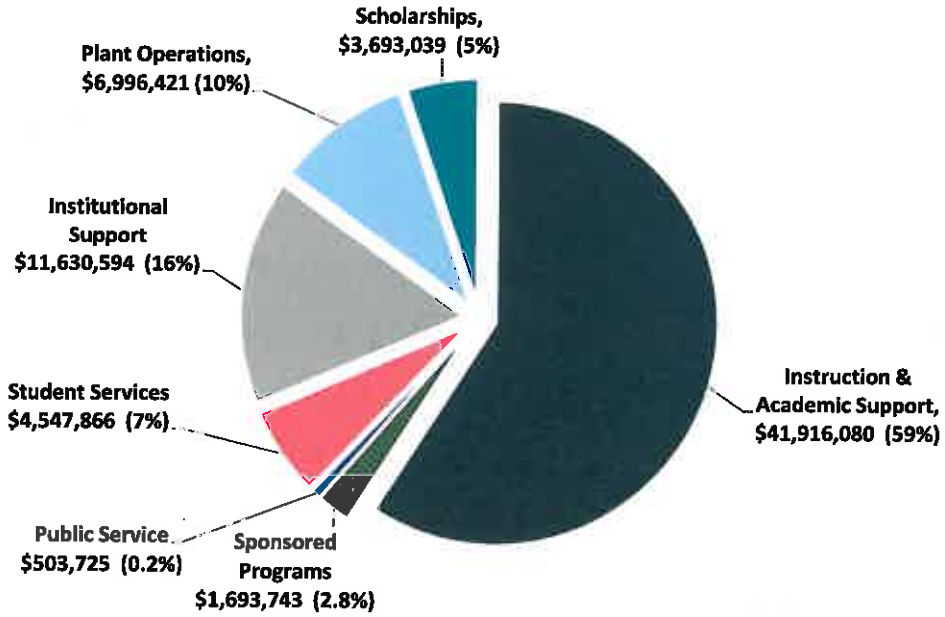


2020-21 E&G Revenue: $70,981,468

E&G Expenditure Comparison by Category

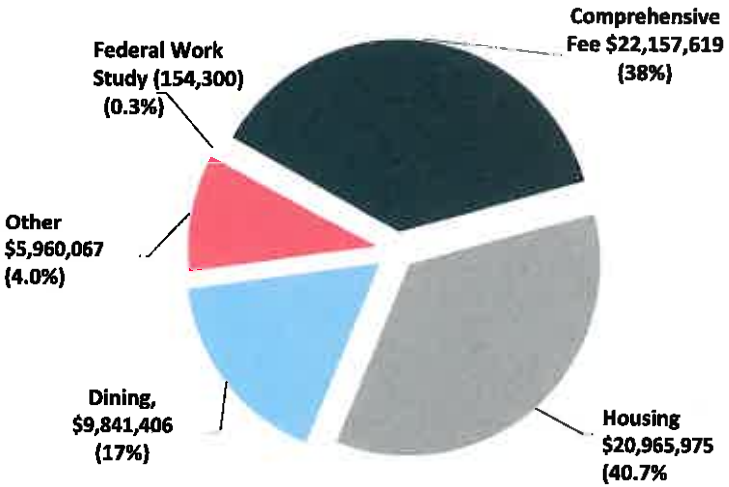


2019-20 E&G Expenditures: $73,737,459

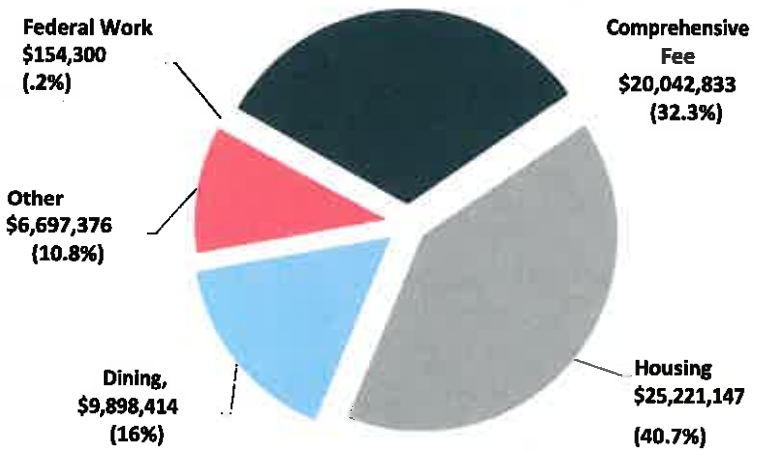


2020-21 E&G Expenditures: $70,981,468

Auxiliary Services Revenue Comparison by Category

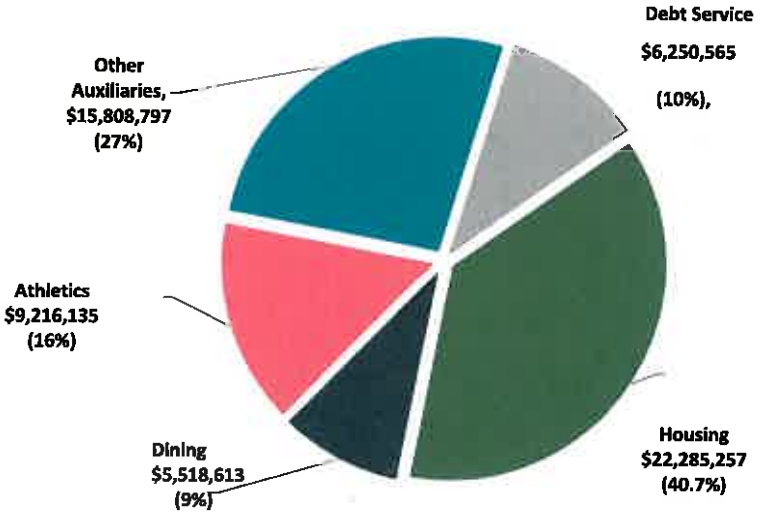


2019-20 Auxiliary Revenue: $59,079,367

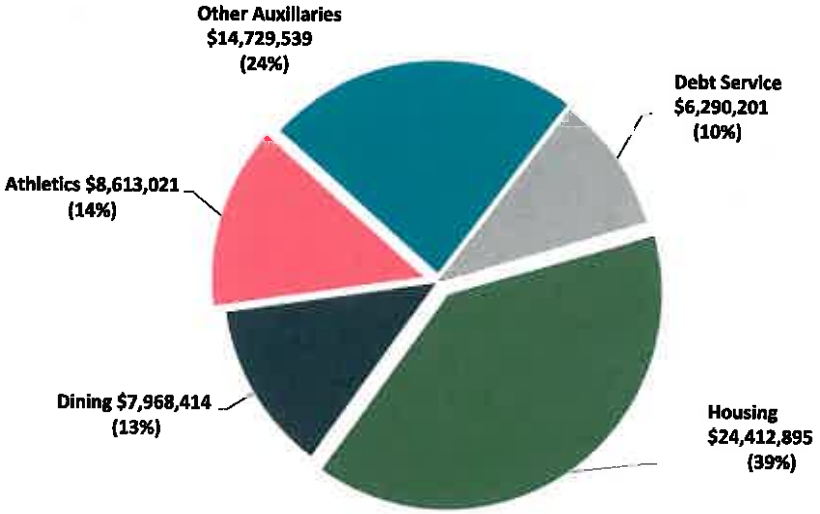


2020-21 Auxiliary Revenue: $62,014,070

Auxiliary Services Expenditure Comparison by Category



2019-20 Auxiliary Expenditures: $59,079,367



2020-21 Auxiliary Expenditures: $62,014,070

TABLE 1
REVENUE SUMMARY

	BOV Budget 2019-2020	BOV Proposed 2020-2021
EDUCATIONAL AND GENERAL		
Tuition and Fees	41,045,853	37,448,457
Commonwealth Appropriations *	31,056,313	31,498,893
Federal Grants and Contracts	1,101,408	1,362,993
State/Local/Private Grants and Contracts	261,385	330,750
Other Sources	272,500	340,375
Total Educational and General	73,737,459	70,981,468
AUXILIARY ENTERPRISES		
Total Auxiliary Enterprises	59,079,367	62,014,070
INSTITUTIONAL TOTAL	132,816,826	132,995,538

*Appropriation excludes Higher Education Student Financial Assistance of $5,789,779 in FY 2020 and $5,789,779 in FY 2021, with an additional $787,400 unappropriated at this time due to COVD-19.

TABLE
EXPENDITURE SUMMARY

	BOV Budget 2019-2020	BOV Proposed 2020-2021
EDUCATION AND GENERAL		
Instruction	37,265,918	35,250,016
Sponsored Programs	1,362,793	1,693,743
Public Service	510,885	503,725
Academic Support	7,373,335	6,666,064
Student Services	4,818,920	4,547,866
Institutional Support	12,233,129	11,630,594
Plant Operation & Maintenance	7,201,840	6,996,421
Scholarships & Fellowships [1]	2,970,639	3,693,039
Total E&G Expenditures	73,737,459	70,981,468
AUXILIARY ENTERPRISES		
Housing Services	22,493,273	24,412,895
Dining Services	5,518,613	7,968,414
Athletics	9,216,135	8,613,021
Other Services	15,392,765	14,729,539
Transfers Debt Service (Mandatory)	6,250,565	6,290,201
Total Auxiliary Enterprises	58,871,3511	62,014,070
INSTITUTIONAL TOTAL	132,608,810	132,995,538

[1] Appropriation excludes Higher Education Student Financial Assistance of $5,789,779 in FY 2020 and $5,789,779 in FY 2021, with an additional$787,400 unappropriated at this time due to COVD-19.

Budget Allocation Ratio

Fiscal Year	2018	2019	2020	2021
Instruction and Academic Support	61.86%	62.47%	60.54%	59.05%
Public Service	0 .72%	0.77%	0.69%	0.71%
Student Services	6.54%	6.81%	6.54%	6.41%
Institutional Support	15.61%	16.05%	16.59%	16.39%
Operation and Maintenance of Plant	10.74%	9.80%	9.77%	9.86%
Student Aid	3.29%	2.72%	4.03%	5.20%
Sponsored Programs	1.24%	1.38%	1.85%	2.39%

Formula $\frac{\text{Expenditure Budget (by function)}}{\text{Total Educational \& General Expenditure Budget}}$

❖

Significance of Ratio

This ratio reflects the amount of expenditures, by function, as a percentage of total educational and general expenditures and mandatory transfers. Major shifts in the various percentages may reflect a change in funding priorities.

Longwood University's Current Status

The allocation ratios for Longwood University show shifts over the last four years. The following contributed to changes in expenditure budgets:

- ❖ Instruction and Academic Support ratio decreased primarily due to the salary reductions.
- ❖ Public Service percentage increased however, in total the budget did not increase.
- ❖ Student Services decreased over the previous year due to the salary reductions.
- ❖ Institutional Support decreased primarily as a result of salary reductions.
- ❖ Operation and Maintenance of Plant percentage increased, however in total the budget decreased.
- ❖ Student Aid funding increased due to $787,400 in additional aid being funded.
- ❖ Sponsored Programs increased due to more federal grants.

Instructional Budget per Student FTE

Significance of Indicator

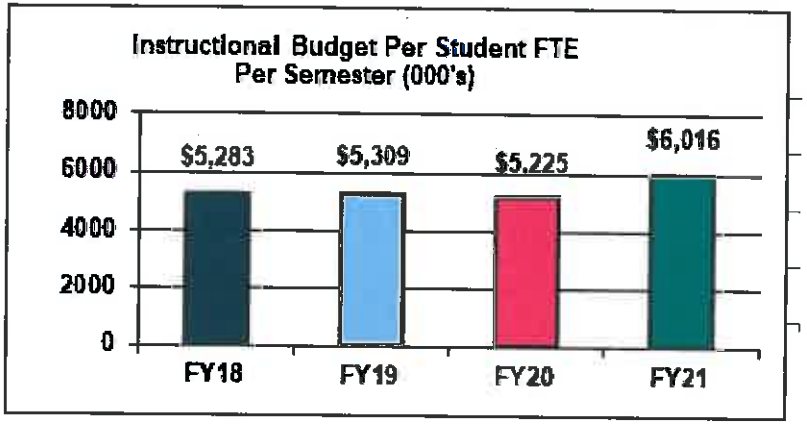
This indicator reflects the amount of funds expended for Instruction and Academic Support per each full-time equivalent student.

A dramatic change in the ratio signals a shift in the funding priorities of the institution. A significant change also can accompany an enrollment increase or decline.

Longwood University's Current Status

In FY 2021 the University will experience an increase of $1,582 in the Instructional Budget per Student FTE, which is the result of actual enrollment decreases over the last two years.

The total annual Educational & General budget per in-state FTE is $18,962 which is an increase of $3,474 compared to the previous year. This excludes the amount budgeted for Sponsored Programs and State Higher Education Financial Aid.



Source: SCHEV 2B Enrollment Projections – Fall and Spring Semesters (On and Off Campus)

Formula: $\frac{\text{Instruction and Academic Support Budgets}}{\text{Fall and Spring Enrollment Projections}}$

Debt Burden Ratio

Significance of Ratio

The debt burden ratio examines the University's dependence upon borrowed funds as a means of financing its mission. It compares the level of debt service with the institution's budgeted expenditures.

Formula:

$$\frac{\text{Debt Service}}{\text{Total Expenditure Budget}}$$

A level trend or a decreasing ratio over time indicates that debt service has sufficient coverage without impinging further on other functional areas. The standard for higher education is a maximum of 7 percent, meaning that current principal and interest expense should not be greater than 7 percent of the total budget.

Although the 7 percent level is an acceptable threshold, this percentage can range between 5 percent and 10 percent. The actual percentage will vary based upon the financial strength of the institution. Institutions with greater flexibility in allocating funds will be able to take on additional debt. Longwood participates in the state bond program which is based on fixed rates. Debt is not increased without budgeting an increase in funds available to pay the financial obligations.

In March 2007, the Board of Visitors approved an institutional debt ratio of up to 9 percent to facilitate the completion of nongeneral fund projects approved by the General Assembly.

Longwood University's Current Status

Longwood's Debt Service to Total Budgeted Expenditures is 4.73 percent for FY 2021. This calculation is based on scheduled debt payments for FY 2021 and total budgeted expenditures less reserves.

The actual debt burden ratio per unaudited financial statements in FY 2019 was 4.59 percent.

GLOSSARY

Academic Support: Includes activities conducted to provide support services to the institution's three primary programs: instruction, research and public service. Examples include the library, deans, academic technology, academic service center and disability resources.

Appropriation: An expenditure authorization with specific limitations as to amount, purpose, and time; formal advance approval of an expenditure from designated resources available or estimated to be available.

Auxiliary Services: Activities within the University that exist to furnish goods or services directly or indirectly to students, faculty and staff. These activities charge fees directly related to, but not necessarily equal to, the cost of the service. Auxiliary services must be self-supporting.

Banner: Longwood's administrative information system that integrates Finance, Student and Human Resources modules within a single enterprise system.

Direct Sales (Auxiliary): Sales of auxiliary services, to include facility rental, bookstore income, parking decals/fines and recreation center memberships.

Educational & General (E&G): Term used to describe all operations related to the institution's educational objectives.

Full-Time Equivalent (FTE): A means for expressing part-time students or faculty as a full-time unit. The formula is generally based on credit hours. Example: An institution may define full-time as being twelve credit hours, so a student (or faculty member) taking (or teaching) three credit hours would then equal .25 FTE.

General Funds: Revenue received from the State from the collection of taxes, fees and other charges.

Grants and Contracts (Sponsored Programs): Sponsored program funds are generated through a grant or contractual agreement. Funds may be provided by state, federal, local or private entities. Sponsored program funds must be expended for the purposes outlined in the respective grant/agreement.

Indirect Costs: Fee charged to grants or contracts to pay for the use of University facilities, i.e., overhead.

Institutional Support: Activities whose primary purpose is to provide operational support for the day-to-day functioning of the institution, excluding physical plant operations. Examples include the President, Vice-Presidents, institutional research and assessment, administrative technology, public relations, financial operations, internal audit, human resources, and safety and security.

Instruction: Includes all activities that are part of the institution's instructional program, primarily all academic departmental operations.

Mandatory Transfers: Transfers arising out of (1) binding legal agreements related to the financing of the educational plant, such as amount for debt retirement, interest and required provisions for renewals and replacements of plant, not financed from other sources, and (2) grant agreements with agencies of the federal government, donors, and other organizations to match gifts and grants to loan funds and other funds.

Miscellaneous E&G Revenues: Includes nongeneral fund revenues derived from the sale of goods or services that are incidental to the conduct of instruction, research or public service. Examples include revenues from facility rentals, payment plan fees, administrative fees and indirect costs.

Nongeneral Funds: Tuition, fees, and all other funds not received from the State. This includes grants and contracts income.

Nonmandatory Transfers: These transfers serve a variety of objectives such as moving monies generated in auxiliary enterprise fund groups to an E&G fund group or to a capital outlay fund group for use in providing project funding.

Operation and Maintenance of Plant: This category includes the operation and maintenance of the physical plant. It includes all operations established to provide services and maintenance related to campus grounds and facilities. It also includes utilities, insurance, facilities management, custodial services, sustainability and power plant operations.

Public Service: Includes all funds expended for those noninstructional services established and maintained to provide services to the general community or special sectors within the community. Community service is concerned with making available to the public various resources and unique capabilities that exist within the institution. The Longwood Small Business Development Center is included in this category.

Restructuring: Legislation that allows institutions of higher education varying levels of decentralization in the areas of procurement, personnel and capital outlay while establishing commitments and performance measures for the institutions.

Student Fees (Auxiliary): Student dining, housing and comprehensive fees.

Student Services: Those activities whose primary purpose is to contribute to students' emotional and physical well-being and to their intellectual, cultural and social development outside the context of the formal instruction program. Examples include academic and career advising, admissions, registration, financial aid and student success.

Tuition and Fees: Nongeneral funds that include all tuition and fees assessed against students for current operating purposes. Fees include application fees, registration fees, course fees and on-line fees.