

Institutional Policies

Probation and Program Continuation

Students are expected to demonstrate substantial growth toward artistic excellence and academic responsibility.

A student may be placed on probation if he/she makes insufficient progress at either the midterm of a semester or the end of a semester, acquires excessive absences in one or more courses, or repeatedly violates the Student Code of Conduct or the policy on Academic Integrity. Insufficient progress in arts courses is generally defined as earning a grade of C or lower; insufficient progress in academic courses is generally defined as earning two or more grades of D or one grade of F. However, as other factors may need to be considered, including overall progress, attendance, and conduct, students may also be placed on probation at the discretion of the appropriate Dean or program director. Students placed on probation will receive a letter detailing the reasons and expectations for their probationary period(s). Should a student fail to meet the expectations of the probation, the student may be withdrawn from UNCSA or barred from returning to UNCSA the following academic year.

Invitations to Return

All students in all arts programs must be invited to continue in their programs periodically. Students who, in the judgment of the faculty, fail to demonstrate sufficient progress toward professional standards in the arts will not be invited to return.

Readmission

Students, who have terminated their enrollment at UNCSA for any reason, including failure to be invited to continue in a program, must apply for readmission prior to being allowed to reenroll. Such students must meet admission standards outlined for all entering students. A student whose enrollment has been interrupted for two years or more will, upon reentry, be responsible for the program requirements outlined in the Bulletin in effect at the time of reentry.

Suspension Policy: Administrative Committee

In certain highly unusual situations and in cases related to disorderly or disruptive conduct that do not fall within the student Code of Conduct, the Dean of Students, the Dean of the High School Academic Program, or the dean of an arts school may initiate an administrative committee to convene and hear the allegations. A few examples of conduct which might result in such a hearing are:

1. Repeated failure to comply with arts school and/or academic attendance policies and/or to complete assignment as assigned; or
2. Any other behaviors which indicate that the student is engaging in activities that prevents the student from being productive in the art or academic work.

The administrator initiating the committee meeting shall chair the hearing of the administrative committee. The committee members shall be: (1) the dean of the school in which the student is currently enrolled; (2) the Dean of the High School Academic Program and; (3) any other individuals whose involvement is germane to the situation under consideration and whose presence would be in the best interest of the student involved as well as the overall campus community, as deemed appropriate by the convener.

The purpose and procedures of the administrative committee shall include (1) listening to the allegations involving the student, (2) hearing from the student about his/her experience in the situation, (3) hearing from any others who may be relevant to the student, (4) deliberating on what actions are called for in the situation, and (5) following through with the conclusions reached through deliberations.

Committee decisions regarding outcomes shall be determined by the information presented in the hearing regardless of whether the student has any High School Code of Conduct violations on his/her social rules record. If the committee decides that the allegations against the student are unwarranted, it will be reported to the student and other school staff on a need-to-know basis. If the committee decides that the evidence supports the allegations, then the committee may recommend outcomes to correct the situation, including separating the student from UNCSEA or determining that the student will not be invited to return to UNCSEA the next semester.

Appeal of Final Course Grades

The student's appeal must present facts showing that by the preponderance of the evidence that the course grade was based on:

1. the students' race, color, religion, national origin, disability, sexual orientation,
2. gender, age, creed; or
3. some other arbitrary or impermissible reason unrelated to the faculty member's exercise of his or her professional judgment in the evaluation of the student's
4. academic or artistic performance; or
5. different standards and procedures than those the faculty member established in the course syllabus or in other written or oral measures directed to the class as a whole; or
6. a clear and material mistake in calculating or recording grades.

Allegations that sexual harassment was the reason a final course grade was impermissibly or arbitrarily assigned by the faculty member must be addressed according to procedures set forth in the UNCSEA Bias-Related Sexual Harassment Policy rather than from the following procedures. That the student simply disagrees with the assigned grade does not constitute a basis for a review.

CAUTION: Falsification or fabrication of information by the student in support of a final course grade appeal may cause the student to be subject to disciplinary action under the Student Code of Conduct.

Procedures

1. When a student receives a final grade for which the student believes an appeal is justified, the student shall discuss the contested grounds (see four factors above) with the instructor within twenty calendar days.
2. The instructor must inform the student of the instructor's final decision (in light of the information the student presents) within 10 calendar days of receiving the information.
3. The student may file a written appeal of the instructor's decision (no more than 10 calendar days after the instructor sends the decision to the student) with the dean, presenting evidence of one or more of the above grounds for appeal.
4. The dean will inform the student of the final decision within 30 calendar days of receiving the student's appeal.

Appeals of the Decision Not To Be Invited To Return

Under the following conditions, students at UNCSEA have the right to appeal the decision not to be invited to return. To submit an appeal, the student must present compelling evidence that one or more of the following conditions occurred:

1. The policy and procedures for such decisions were not followed.
2. The decision was based upon arbitrary or personal reasons unrelated to faculty members' exercise of professional judgment in the evaluation of academic/artistic performance of the student.
3. The decision was based upon discrimination of harassment regarding gender, race, color, religion, national origin, disability or sexual orientation.
4. There was a recent material or substantive change of circumstances that resulted in a change in the student's performance.

Procedures

1. Upon receipt of official notice that a student is not going to be invited to return, the student has 10 calendar days to file a written notice of appeal clearly stating the grounds for the appeal. The appeal is to be signed by the student and delivered to the relevant dean.
2. The dean has 30 calendar days to respond to the appeal in writing.
3. If the student is not satisfied with the outcome of the appeal to the dean, the student may, within 10 calendar days of the date of the written decision, submit final notice of appeal to the dean requesting that the original appeal and its record be forwarded to the Provost or his/her designee.
4. The Provost or designee will review the appeal to ensure that proper procedure was followed and respond with a final institutional decision within 10 calendar days of receipt of the appeal.

Annual Notification of Rights under the Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. They are:

- The right to inspect and review the student's education records within 45 days of the day UNCSA receives a request for access. Students should submit to the Registrar, dean, or other appropriate official, a written request that identifies the record(s) they wish to inspect. The UNCSA official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
The right to request the amendment of the student's education records that the student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights. Students may ask UNCSA to amend a record that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights. They should write the UNCSA official responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate, misleading, or otherwise in violation of the student's privacy rights. If UNCSA decides not to amend the records as requested by the student, UNCSA will notify the student of the decision and advise the student of his her or her right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
- The right to consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by UNCSA in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personal and health staff); outside contractors or volunteers if UNCSA would

otherwise hire someone to perform that individual's job, UNCOSA directly controls that individual's use of education records, and UNCOSA subjects that individual to the requirements of FERPA; a person serving on the Board of Trustees; or a student serving on an official committee, such as disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, UNCOSA discloses education records without consent to officials of another school, upon request, in which a student seeks or intends to enroll.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by UNCOSA to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW. Washington, DC 20202-4605

Notice of Directory Information

In accordance with the Family Educational Rights and Privacy Act (FERPA), "directory information" at the University of North Carolina School of the Arts is defined to include: the student's name, parents' names, addresses, telephone listings, date and place of birth, major field of study, class level, participation in officially recognized activities, performance brochures, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, e-mail address, and full- or part-time status. Some of this information, including name, mailing address, field of study, class level, telephone number and e-mail address may be included on UNCOSA's website.

Directory information is considered public information and will be released unless the student requests a "privacy hold." All other information is considered private, and will not be released outside the School without the written permission of the student, unless a specific exception under FERPA applies. Students may request a Privacy Hold by submitting a letter or appropriate form to the Registrar by the end of the first week of the school year or initial period of enrollment. Such requests must be filed annually.

Questions concerning student records and FERPA should be addressed to the Office of the Registrar.

Non-exclusive License Agreement for Student Works and Intellectual Property

The performances and creative products of UNCOSA students are growing in popularity, and our chances to showcase you and your works have increased significantly in recent years. Because what we "do" here is to train performing artists in the disciplines of Design and Production, Dance, Drama, Music, and Filmmaking, we would like to be able to promote our students and their talents, as well as our school, in TV and other venues as the opportunity presents itself. Past opportunities have included us being fortunate enough to be able to broadcast "The Nutcracker" across the State.

The most efficient and effective way of accomplishing this, we believe, is to enter into non-exclusive license agreements with you, our students. Our goal is to be able to promote and publicize our students' intellectual property while protecting the students' ownership and rights in that property. This agreement has been designed to enable you to retain your rights to grant current and future licenses in your intellectual property while allowing UNCOSA to share your creative works with the broadest audience possible. Please know that the agreement does not permit us to exploit your works commercially, but does allow us to recoup our costs in creating the work. Please also know that

should you happen upon an opportunity to exploit your work which requires UNCOSA to relinquish its non-exclusive license in your work, we will freely do such.

In that vein, you are required to abide by UNCOSA's Intellectual Property Policy and sign a "Non-Exclusive Licensing Agreement for UNCOSA Student Works" as a condition of your enrollment at UNCOSA. By requiring you to sign this Agreement as a condition of your enrollment, UN CSA will be able to use your work in productions to showcase our students' talents without having to have every student sign a form for every production.

The University of North Carolina School of the Arts ("UNCOSA") and ("Student") agree to the following terms concerning rights in works created or performed by the Student in connection with his/her enrollment and study at UNCOSA.

In consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to the following:

1. Likeness License. In consideration for the opportunity to participate in any manner as a part of any UNCOSA production or performance, Student agrees to permit UNCOSA and/or any of its respective licensees, assigns, or affiliated entities to make royalty free and fully paid-up still, motion, and audiovisual recordings of Student's participation, to use and reuse Student's recorded voice, actions, performance, designs, likeness, name, and appearance ("Likeness") in any and all forms of media now known or later developed, throughout the Universe in perpetuity (in any form of media now known or later developed) with respect to (a) the exploitation and promotion of the Student's works, (b) another work embodying the Student's works, and/or (c) the University itself. Student expressly grants UNCOSA permission to use all or any part of Student's Likeness, to alter or modify it regardless of whether or not Student is recognizable.
2. Intellectual Property Rights License. The Student retains full ownership of all intellectual property rights in any creative work Student creates, performs, displays, etc., during the course of his/her enrollment and study at UNCOSA (the "Student's works"). The Student grants to UNCOSA a non-exclusive, royalty-free, fully-paid up, irrevocable, perpetual license encompassing any and all rights necessary to reproduce, prepare derivative works based upon, distribute, perform, display publically, and, in the case of sound recordings perform publically via a digital audio transmission, the Student's works. These rights include, but are not limited to, the right to: create audiovisual recordings of the Student's works, to reproduce these audiovisual recordings as necessary to transmit and display the works, to modify the original audiovisual recordings as necessary, and to display the works in any form or medium now known or subsequently developed. Student explicitly grants UNCOSA the right to license any or all of its rights under this Agreement to any other third party as necessary for educational purposes, to further UNCOSA's mission, and/or the non- commercial exploitation and/or promotion of the Student's works, another work embodying the Student's works, and/or the University itself. The prohibition on commercial exploitation of the Student's works does not prevent UNCOSA from recouping its financial, capital, and/or "sweat equity" investment in the Student's works. This license does not convey any rights to UNCOSA concerning film screenplays which are not produced as a film while the student is enrolled at UNCOSA.
3. This Agreement, and all claims arising under and related to this Agreement, will be governed by, construed, and interpreted in accordance with laws of North Carolina without reference to principles of conflict of laws and Federal Copyright Law when applicable. Furthermore, the determination of any claim, dispute, or disagreement that may arise out of the interpretation, performance, or breach of this Agreement will be subject to enforcement and interpretation solely in a court of competent jurisdiction sitting in Forsyth County, North Carolina.
4. This Agreement expresses the entire understanding between the parties concerning Student's works and supersedes any and all prior and contemporaneous agreements, understandings or representations between UNCOSA and Student, except for the UNC Patent & Copyright Policy and UNCOSA's Intellectual Property Policy. No

modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by both UNCSA and Student.

5. UNCSA may freely assign, in whole or in part, any of their rights or obligations under this Agreement.
6. UNCSA will freely relinquish the license(s) and/or rights granted to it under this Agreement on the good faith written request of the Student or the Student's agent.
7. The Student and UNCSA understand that this Agreement neither pertains to nor purports to license the rights of any third parties who may also have rights in the Student's works or Likeness.

Student's Signature: _____

Date: _____

Student's Name (Print): _____

Parent/Guardian's Signature and Printed Name (for Minor Students): _____

Intellectual Property

UNCSA Policy #115, Intellectual Property, provides that, while students retain copyright in their works, all enrolled students grant to UNCSA, as a condition of enrollment, a non-exclusive license in student works.

8. Student Works

a. Ownership & Use. Students by default own the copyright in all of their own work, unless they have, prior to the creation of such work, waived this right through a formal, signed, contract or waiver.

b. Grant of License. As a condition of enrollment and in consideration for such enrollment, each Student will grant UNCSA a perpetual, non-exclusive license to exploit all of the Student's rights in the work under the law. This license will be effectuated by a signed agreement between the Student and UNCSA executed before the student attends his or her first Arts class. Except in the case of compilations where the work produced involves the contributions of numerous students or works of joint-authorship among students, UNCSA agrees not to pursue commercial gain from the license granted under this provision.

c. Exceptions to Student Ownership

i. A contract or waiver, signed personally by the Student, must be in place prior to the creation of any Student Work in order for such work(s) to be deemed a Sponsored, Externally Contracted, or Directed Work.

ii. Under such a waiver or contract, UNCSA shall own a Student Work that is a Sponsored, Externally Contracted, or Directed Work, and ownership and use of such works shall be as specified in this policy.

iii. Student Works created in the course of the Student's hourly employment by UNCSA shall be considered Works Made for Hire, and ownership and use of such works shall be as specified in this policy.

iv. Student Works that constitute notes of classroom and laboratory lectures and exercises may be used for educational purposes only and may not be used for commercial gain. Using, allowing or making available class or lab notes to be used for commercial gain is not permitted unless student is given specific authorization from a UNCSA faculty member.

v. As provided by this policy or as agreed to mutually, rights in Student Works may be transferred between the Student and UNCSA.

Residence Status for Tuition Purposes

Definition of In-State Residency

The University of North Carolina School of the Arts defines "in-state residency" when referring to an academic program and/or tuition rate, as outlined and defined in North Carolina General Statute 116-143.1. The term is defined

in detail in “A Manual to Assist the Public Higher Education Institutions of North Carolina in the Matter of Student Residence Classification for Tuition Purposes.” This manual may be found in most North Carolina libraries and/or any admissions or financial aid offices at any of the 16 constituent campuses of the University of North Carolina. In the unlikely event of any inconsistency between this Bulletin and the statute and manual, the statute and manual are controlling. The basis for determining the appropriate tuition charge rests upon whether a student is a resident or nonresident for tuition purposes. Each student must make a statement as to the length of his or her residency in North Carolina, with assessment by the institution of that statement to be conditioned by the following.

Residence

To qualify as a resident for tuition purposes, a person must become a legal resident and remain a legal resident for at least 12 months immediately prior to classification. Thus, there is a distinction between legal residence and residence for tuition purposes. Furthermore, 12 months legal residence means more than simple abode in North Carolina. In particular it means “maintaining a domicile (permanent home of indefinite duration) as opposed to maintaining a mere temporary residence or abode incident to enrollment in an institution of higher education.” The burden of establishing facts which justify classification of a student as a resident entitled to in-state tuition rates is on the applicant for such classification, who must show his or her entitlement by the preponderance (the greater part) of the residency information.

Initiative

Being classified a resident for tuition purposes is contingent on the students seeking such status and providing all information that the institution may require in making the determination. Admissions office staff members are eager to assist students who desire to discuss and/or initiate action which may allow an applicant to be considered for “in-state status for tuition purposes.”

Parents’ Domicile

If an individual, irrespective of age, has living parent(s) or court-appointed guardian of the person, the domicile of such parent(s) or guardian is, prima facie, the domicile of the individual; but this prima facie evidence of the individual's domicile may or may not be sustained by other information. Further non-domiciliary status of parents is not deemed prima facie evidence of the applicant child's status if the applicant has lived (though not necessarily legally resided) in North Carolina for the five years preceding enrollment or re-registration.

Effect of Marriage

Marriage alone does not prevent a person from becoming or continuing to be a resident for tuition purposes, nor does marriage in any circumstance ensure that a person will become or continue to be a resident for tuition purposes. Marriage and the legal residence of one's spouse are, however, relevant information in determining residency intent. Furthermore, if both a husband and his wife are legal residents of North Carolina and if one of them has been a legal resident longer than the other, then the longer duration may be claimed by either spouse in meeting the 12-month requirement for in-state tuition status.

Military Personnel

A North Carolinian who serves outside the state in the armed forces does not lose North Carolina domicile simply by reason of such service. Students from the military may prove retention or establishment of residence by reference, as in other cases, to residency acts accompanied by residential intent.

In addition, a separate North Carolina statute affords tuition rate benefits to certain military personnel and their dependents even though not qualifying for the in-state tuition rate by reason of 12 months legal residence in North Carolina. Members of the armed services, while stationed in and concurrently living in North Carolina, may be

charged a tuition rate lower than the out-of-state tuition rate to the extent that the total of entitlements for applicable tuition costs available from the federal government, plus certain amounts based under a statutory formula upon the in-state tuition rate, is a sum less than the out-of-state tuition rate for the pertinent enrollment. A dependent relative of a service member stationed in North Carolina is eligible to be charged the in-state tuition rate while the dependent relative is living in North Carolina with the service member and if the dependent relative has met any requirement of the Selective Service System applicable to the dependent relative. These tuition benefits may be enjoyed only if the applicable requirements for admission have been met; these benefits alone do not provide the basis for receiving those derivative benefits under the provisions of the residence classification statute reviewed elsewhere in this summary.

Grace Period

If a person (1) has been a bona fide legal resident, (2) has consequently been classified a resident for tuition purposes, and (3) has subsequently lost North Carolina legal residence while enrolled at a public institution of higher education, that person may continue to enjoy the in-state tuition rate for a grace period of 12 months measured from the date on which North Carolina legal residence was lost. If the 12 months ends during an academic term for which the person is enrolled at a state institution of higher education, the grace period extends, in addition, to the end of that term. The fact of marriage to one who continues domiciled outside North Carolina does not by itself cause loss of legal residence, marking the beginning of the grace period.

Minors

Minors (persons under 18 years of age) usually have the domicile of their parents, but certain special cases are recognized by the residence classification statute in determining residence for tuition purposes.

(a) If a minor's parents live apart, the minor's domicile is deemed to be North Carolina for the time period(s) that either parent, as a North Carolina legal resident, may claim and does claim the minor as a tax dependent, even if other law or judicial act assigns the minor's domicile outside North Carolina. A minor thus deemed to be a legal resident will not, upon achieving majority before enrolling at an institution of higher education, lose North Carolina legal residence if that person (1) upon becoming an adult "acts, to the extent that the person's degree of actual emancipation permits, in a manner consistent with bona fide legal residence in North Carolina" and (2) "begins enrollment at an institution of higher education not later than the fall academic term next following completion of education prerequisite to admission at such institution."

(b) If a minor has lived for five or more consecutive years with relatives (other than parents) who are domiciled in North Carolina and if the relatives have functioned during this time as if they were personal guardians, the minor will be deemed a resident for tuition purposes for an enrolled term commencing immediately after at least five years in which these circumstances have existed. If under this consideration a minor is deemed to be a resident for tuition purposes immediately prior to his or her 18th birthday, that person on achieving majority will be deemed a legal resident of North Carolina of at least 12 months duration. This provision acts to confer in-state tuition status even in the face of other provisions of law to the contrary; however, a person deemed a resident of 12 months duration pursuant to this provision continues to be a legal resident of the state only so long as he or she does not abandon North Carolina domicile.

Lost but Regained Domicile

If a student ceases enrollment at or graduates from an institution of higher education while classified a resident for tuition purposes and then both abandons and reacquires North Carolina domicile within a 12-month period,

that person, if he or she continues to maintain the reacquired domicile into reenrollment at an institution of higher education, may reenroll at the in-state tuition rate without having to meet the usual 12-month durational requirement. However, any one person may receive the benefit of this provision only once.

Change of Status

A student admitted to initial enrollment in an institution (or permitted to reenroll following an absence from the institutional program which involved a formal withdrawal from enrollment) must be classified by the admitting institution either as a resident or as a nonresident for tuition purposes prior to actual enrollment. A residence status classification once assigned (and finalized pursuant to any appeal properly taken) may be changed thereafter (with corresponding change in billing rates) only at intervals corresponding with the established primary divisions of the academic year.

Transfer Students

When a student transfers from one North Carolina public institution of higher education to another, he or she is treated as a new student by the institution to which he or she is transferring and must be assigned an initial residence status classification for tuition purposes.

Additional Information

For additional information contact the Offices of Admissions, Registrar or Student Financial Aid at the University of North Carolina School of the Arts or refer to North Carolina General Statute 116-143.1.

Illegal Drugs

I. Purpose

The University of North Carolina School of the Arts is a residential educational community dedicated to the artistic, personal and intellectual growth of students interested in training for careers in the performing arts. The UNCSCA Board of Trustees is committed to the maintenance and protection of an environment in which students and faculty members may responsibly pursue these goals. It is the obligation of all members of the School community – students, faculty, administrators and other employees – to help maintain an environment where academic and artistic freedom flourish and in which the rights of each member of the community are respected. Illegal drugs endanger the health and safety of members of this community and hinder the pursuit of learning. Success in combating the threat posed by illegal drugs depends ultimately on the cooperative efforts of members of governing boards, students, faculty members, administrators and all other employees.

This policy seeks to address the problem of illegal drugs by establishing a properly balanced program of educational efforts and punitive sanctions.

II. Definitions:

A. Alcohol or Drug Probation (“AOD Probation”) means the period of probation imposed for a violation of this policy or for alcohol offenses. AOD Probation may be the only sanction imposed, or it may be imposed following a suspension. Only conduct related to alcohol or drug violations or which violates the terms and conditions of the AOD Probation (for example, submitting to drug tests or attending counseling) constitutes a violation of AOD Probation. Other violations of the Code of Conduct or university workplace rules will not establish a violation of AOD Probation.

B. In-school suspension means suspension from arts classes and judicial confinement or exclusion from campus outside of certain hours, depending on the student’s residential status. While serving in-school suspension, the

student may attend academic classes only. Only to students in the secondary school program may be placed on this status.

III. Program Coordination

The Chancellor shall designate a Coordinator of Drug Education on campus. The Coordinator shall be responsible for coordinating, supervising, and recording all programs relating to this policy, including drug abuse prevention and education programs.

IV. Education, Counseling, and Rehabilitation

The School's drug prevention program will emphasize education, counseling, and rehabilitation. Specifically, these techniques will include information concerning:

- a) the incompatibility of illegal drug use or sale with the School's educational goals;
- b) legal consequences of involvement with illegal drugs;
- c) medical implications of the use of illegal drugs; and
- d) ways in which illegal drugs jeopardize an individual's present accomplishments and future opportunities. The Coordinator shall ensure that the university community receives information about drug counseling and rehabilitation services available through campus-based programs or through community-based organizations. Persons who voluntarily avail themselves of University services shall be assured that applicable professional standards of confidentiality are observed.

The Coordinator will be responsible for working with a committee of interested members of the University community to develop the primary education methods designed specifically to prevent illegal drug use and abuse. Those methods may include the following:

A. Students

1. Statements in the Campus Life Handbook;
2. Drug information sessions during the academic year;
3. Distribution of drug information literature,
4. Special mini-lectures and discussions by residence hall groups and counselors;
5. Annual training program for Residence Life staff and resident assistants, and others who could profit from such training; and
6. Referral to drug counseling services on campus and in the Winston-Salem community.

B. Employees

1. This policy shall be discussed in employee orientation programs and shall be posted on the web.
2. Supervisors at least once a year will remind faculty and staff of the School's education programs. Human resources office will work with the Coordinator to present on-going education and information to employees

C. Referrals

The community mechanisms mentioned above will include information regarding community counseling, medical and rehabilitation resources dealing with substance abuse and information on health insurance benefits associated with substance abuse. The Coordinator, the Chief Academic Officer, and Human Resources will ensure that faculty

and supervisors receive training and information about recognizing signs of potential illegal drug use and substance abuse in the early stages. An employee or student with a possible substance abuse problem will be encouraged to seek confidential diagnosis and treatment. Seeking such help should not, in and of itself, interfere with enrollment, job status or promotional opportunities. Persons who voluntarily seek counseling shall be assured that applicable professional standards of confidentiality will be observed.

V. Enforcement and Penalties

A. Students, faculty members, administrators and other employees are responsible for knowing about and complying with the provisions of North Carolina law that make it a crime to possess, sell, deliver, or manufacture those drugs designated collectively as “controlled substances” in Chapter 90 of the North Carolina General Statutes. Any member of the School community violating the law is subject both to criminal prosecution and to School disciplinary proceedings. It is not “double jeopardy” for both the District Attorney and the School to proceed and punish a person for the same specified conduct. The School will initiate its own disciplinary proceeding against a student, faculty member, administrator, or other employee when the alleged conduct is deemed to affect the interests of the School.

B. The School will impose penalties, adhering to procedural safeguards for disciplinary actions against students, faculty members, administrators, and other employees. The relevant safeguards are those required by The Code (including Sections 502(D), 603, and 608), by Board of Governors policies applicable to employees exempt from the State Personnel Act, and by regulations of the State Personnel Commission.

C. Minimum penalties: The penalties for illegal drugs may range from probationary status to expulsion from enrollment and discharge from employment, in accordance with the minimum sanctions listed below. These penalties apply to on-campus violations and may apply to off-campus violations as provided by the Student Code of Conduct.

1. Possession of Illegal Drugs:

a. Schedule I and II drugs: For a first offense involving illegal possession of any controlled substance identified in Schedule I or Schedule 11 (N.C.G.S. §. 90-89 and 90), the minimum penalty shall be suspension from employment or enrollment for a period of at least one semester or its equivalent. For students enrolled in the secondary school program, the minimum penalty shall be long term suspension for a period of one year beyond the conclusion of the current academic year. (Examples of Schedule I and II drugs include but are not limited to: heroin, mescaline, lysergic acid diethylamide, opium, cocaine, and amphetamines.)

b. Schedule III – VI drugs: For a first offense involving illegal possession of any controlled substance identified in Schedules III through VI (N.C.G.S. § 90-91 through 90-94) (including, but not limited to, marijuana, Phenobarbital, and codeine) for employees and undergraduate and graduate students, the minimum penalty shall be AOD Probation for a semester or its equivalent. For students enrolled in the secondary school program, the minimum penalty shall be out-of-school suspension for seven calendar days (under the terms imposed by the Student Handbook and the Associate Director of High School Residence Life).

c. Penalties in excess of these minimum sanctions shall be determined on a case-by-case basis. A person on probation must agree to participate in a drug education and counseling program, consent to regular drug testing, and accept such other conditions and restrictions, including a program of community service, as the Chancellor or Chancellor’s designee deems appropriate. Refusal or failure to abide by the terms of AOD Probation shall result in suspension from enrollment or from employment for a minimum of the unexpired balance of the prescribed period of probation.

d. For second or other subsequent offenses involving illegal possession of controlled substances, progressively more severe penalties shall be imposed, including expulsion of students and discharge of faculty members, administrators or other employees.

e. After completing the prescribed period of suspension from enrollment or employment imposed pursuant to subsection (a) or (b) above, students, faculty or other employees who return to enrollment or employment may be subject to AOD Probation for a minimum period of one semester. During any AOD Probation, terms of probation shall include drug education and counseling, at a minimum, and may include such other conditions and restrictions (including community service) as the Chancellor or the Chancellor's designee deems appropriate.

f. For students enrolled in the secondary school program, this AOD Probation shall continue for the remainder of the student's enrollment in the secondary school program. The student shall be subject to mandatory drug testing for the remainder of AOD Probation and must attend substance abuse counseling for one academic year or its equivalent.

g. Only conduct related to the conditions of probation and future alcohol or drug violations will be considered a violation of AOD probation.

2. Trafficking in Illegal Drugs

a. Schedule I and II: For the illegal manufacture, sale or delivery or possession with intent to manufacture, sell or deliver, of any controlled substance identified in Schedule I or Schedule II (N.C.G. S. §. 90 – 89 and 90) (examples include heroin, mescaline, lysergic acid diethylamide, opium, cocaine, and amphetamines), any student shall be expelled and any faculty member, administrator or other employee shall be discharged.

b. Schedules III – VI: For a first offense involving illegal manufacture, sale or delivery, or possession with intent to manufacture, sell or deliver, of any controlled substance identified in Schedules III through VI (N.C.G.S. §. 90-91 through 90-94) (examples include marijuana, Phenobarbital, and codeine); the minimum penalty shall be suspension from employment or enrollment for a period of at least one semester. For students enrolled in the secondary school program, the minimum penalty shall be long term suspension for a period of one year beyond the current academic year. Penalties in excess of this minimum sanction shall be determined on a case-by-case basis. After completing the prescribed period of suspension from enrollment or employment imposed, students, faculty or other employees who return to enrollment or employment may be subject to AOD Probation for a minimum period of one semester. A person on probation must agree to participate in a drug education and counseling program, consent to regular drug testing, and accept such other conditions and restrictions (including community service) as the Chancellor or Chancellor's designee deems appropriate. Refusal or failure to abide by the terms of AOD Probation shall result in suspension from enrollment or from employment for at least the remainder of the probation period. For a second offense, any faculty member, administrator, or other employee shall be discharged and any student shall be expelled.

E. Suspension Pending Final Disposition

In certain circumstances, any student or employee who has been charged with violating this policy may be suspended from enrollment or employment before initiation or completion of disciplinary proceedings. If, assuming the truth of the charges, the Chancellor or the Chancellor's designee, in consultation with the General Counsel, concludes that the person's continued presence within the School community would constitute a clear and immediate danger to the health or welfare of other members of the School community, such a suspension may be imposed. If such a suspension is imposed, an appropriate hearing of the charges against the suspended person shall be held as promptly as possible thereafter.

VI. Uniform Compliance

A. Compliance with the drug policy is a condition of employment.

B. Anyone compensated by proceeds from a federal grant must report a conviction involving illegal drugs within five working days (as well as comply with the "Criminal Background and Credit Check and Criminal Conviction Reporting" policy).

VII. Implementation and Reporting

A. The policy on illegal drugs shall be publicized in catalogues and other materials prepared for all enrolled and prospective students and in materials distributed to faculty members, administrators and other employees.

B. The Chancellor shall include information concerning illegal drug activity on campus in the annual report the Cleary Act requires.

Student Code of Conduct and Discipline

I. Purpose

This policy is intended to inform all members of the UNCSA of the responsibility for establishing guidelines for conduct and for overseeing the administration of student discipline and the limited scope of the Board of Trustees in such matters.

Faculty and students share in the responsibility for maintaining an environment in which academic freedom flourishes and in which the rights of each member of the academic community are respected. Students, specifically, must conduct themselves in a manner that helps to enhance an environment of learning in which the rights, dignity, worth, and freedom of each member of the academic community are respected.

Balancing these freedoms and responsibilities can be challenging. The UNCSA Board of Trustees is committed to preserving and protecting these freedoms, while recognizing that certain conduct which intentionally targets a person or identifiable group of persons based upon the person's or identifiable group's race, color, religion, national origin, gender, sexual orientation, gender-identity, creed, disability, or veteran status may interfere with the University's core mission of advancing knowledge and understanding. This policy is not intended to expand the legal rights of any person or identifiable group of persons under state or federal law.

The first goal of this institution is to educate the students admitted to its programs. The freedom of students to learn is an integral and necessary part of the academic freedom to which the University and its constituent institutions are dedicated. UNCSA shall not abridge the freedom of students engaged in the responsible pursuit of knowledge or their right to fair and impartial evaluation of their academic performance.

II. Policy

A. All students shall be responsible for conducting themselves in a manner that helps to enhance an environment of learning in which the rights, dignity, worth, and freedom of each member of the academic community are respected. Students at UNCSA shall comply with the applicable Student Code of Conduct.

B. In applying regulations in the area of student discipline, UNCSA shall adhere to the requirements of due process as set forth in Section 502 D (3) of the University Code and Section 700.4.1 of the UNC Policy Manual.

C. The following statements shall be included in any UNCSA Student Code of Conduct:

1. The University embraces and strives to uphold the freedoms of expression and speech guaranteed by the First Amendment of the U.S. Constitution and the North Carolina Constitution. The University has the right under appropriate circumstances to regulate the time, place, and manner of exercising these and other constitutionally protected rights.
2. All students are responsible for conducting themselves in a manner that helps enhance an environment of learning in which the rights, dignity, worth, and freedom of each member of the academic community are respected.
3. Violations of campus or University policies, rules or regulations, or federal, state, or local law may result in a violation of the student code of conduct and imposition of student discipline.

4. The following provisions addressing specific student conduct that could lead to disciplinary action shall be included in any UNCSA code of student conduct:

1. No student shall threaten, coerce, harass or intimidate another person or identifiable group of persons, in a manner that is unlawful or in violation of a constitutionally valid University policy, while on University premises or at University-sponsored activities based upon the person's race, color, religion, national origin, gender, sexual orientation, gender-identity, creed, disability, or veteran status.

2. No student shall engage in unlawful harassment leading to a hostile environment. Unlawful harassment includes conduct that creates a hostile environment by meeting the following criteria: It is:

a. Directed toward a particular person or persons;

b. Based upon the person's race, color, religion, national origin, gender, sexual orientation, gender-identity, creed, disability, or veteran status;

c. Unwelcome;

d. Severe or pervasive;

e. Objectively offensive; and

f. So unreasonably interferes with the target person's employment, academic pursuits, or participation in University-sponsored activities as to effectively deny equal access to the University's resources and opportunities.

3. No student shall engage in sexual misconduct of any kind. Types of sexual misconduct are defined in the chart below.

TYPES OF SEXUAL MISCONDUCT

DESCRIPTION

Sexual Act

Sexual intercourse, cunnilingus, fellatio, or anilingus, or knowingly inserting an object or part of one's body into another's genital or anal opening, without their consent.

Sexual Contact

The deliberate touching of a person's intimate parts (including genitalia, groin, breast or buttocks, or clothing covering any of those areas), touching another with one's intimate parts, or causing a person to touch their own or another person's intimate parts without their consent.

Sexual Exhibitionism

Engaging in a sexual activity or exposing one's intimate parts (including genitalia, groin, breast or buttocks) in the presence of others without their consent.

Sexual Exploitation

When a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and the behavior does not amount to any other sexual misconduct offense. Exploitation includes, but is not limited to:

- impairing or attempting to impair another person's ability to provide consent in order to gain a sexual advantage;
- prostituting another person;
- recording, photographing or transmitting identifiable images of private sexual activity and/or the intimate parts (including genitalia, groin, breasts or buttocks) of another person; or
- allowing third parties to observe private sexual acts, and/or engaging in voyeurism.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct when :

- # Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education, employment, or participation in a University activity;
- # Submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting that individual's academic standing, employment status, or participation in a University activity (this is commonly referred to as "Quid Pro Quo" Harassment); or
- # Such conduct unreasonably affects or interferes with an individual's academic or work performance or creates an intimidating, hostile, or offensive environment.

Sexual Violence (Title IX language)

"Sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the person's use of drugs or alcohol. An individual also may be unable to give consent due to an intellectual or other disability. A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, and sexual coercion.

4. In determining whether student conduct violates these provisions, all relevant facts and circumstances shall be considered. Care must be exercised in order to preserve freedoms of speech and expression, as articulated in current legal standards. Advice should be sought from UNCOSA's General Counsel as appropriate.

E. Education and Advancement

University attorneys, student affairs personnel, and campus law enforcement shall familiarize themselves and remain current regarding legal standards applicable to targeting individuals based upon race, color, religion, national origin, gender, sexual orientation, gender-identity, creed, disability, or veteran status through:

1. Unlawful threats; or
2. Unlawful harassment creating a hostile environment as defined in this policy

III. Procedures

A. Disciplinary measures and/or penalties shall be in accordance with procedural and substantive due process safeguards applicable to disciplinary actions as required by Section 502D(3) of The Code and the UNC Policy Manual Section 700.4.1, which are incorporated by reference in this policy.

B. Notice Requirements: The applicable Student Code of Conduct must define prohibited conduct and specify the sanctions that may be imposed for each category of prohibited conduct. Ranges of violations and ranges of sanctions are permissible. Progressive sanctions for multiple violations are also permitted.

C. The Chancellor is responsible for ensuring that the Student Code of Conduct and sanctions are reviewed at least annually to ensure that the Code, rules, and regulations are up to date and that the students have notice of any changes. The Conduct Policy Committee will review the Code, rules, regulations, and sanction provisions and approve any changes. The Conduct Policy Committee will be composed of a representative from each school, high school and college academic programs, campus police, and student life, with non-voting input from the Student Artist Association and High School Advisory Council.

D. The Conduct Policy Committee shall provide an annual report to the Educational Planning and Policies/Student Life Committee of the Board of Trustees summarizing actions and changes.

IV. Effective date: This policy is effective upon passage.