

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Lynchburg Division**

WALTER SCOTT LAMB,)	
)	
)	
Plaintiff/Counterclaim)	
Defendant,)	
)	
v.)	Case No. 6:21CV00055
)	
LIBERTY UNIVERSITY, INC.,)	
)	
)	
Defendant/Counterclaim)	
Plaintiff.)	

ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM

Defendant Liberty University, Inc. (“Defendant” or “Liberty”) by counsel, states as follows for its Answer (as well as for its Affirmative and other Defenses) to the Complaint.¹

ANSWER

The Complaint contains various headings and subtitles throughout the document. (ECF No. 1.) To the extent that these headings and subtitles are deemed to allege any facts, they are denied.

PRELIMINARY STATEMENT

1. Paragraph 1 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 1.

2. In response to Paragraph 2, Defendant admits that it hired Plaintiff and he started work on or about January 2, 2018 as Vice President of Special Literary Projects. Defendant admits

¹ Defendant has submitted previous to this Answer and Defenses its Motion to Dismiss pursuant to F.R.C.P 12(b)(6). It is not the intent of Plaintiff to waive its pending Motion to Dismiss by submitting this Answer and Defenses.

Plaintiff later held the title Senior Vice President of Communications and Public Engagement. Defendant denies the remainder of the allegations in Paragraph 2.

3. In response to Paragraph 3, Defendant admits that on or about October 6, 2021, after approximately three years and nine months of employment with Liberty University, Defendant terminated Plaintiff's employment with Liberty University. Defendant denies the remainder of the allegations in Paragraph 3.

JURISDICTION

4. Paragraph 4 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits that the Court has subject matter jurisdiction under 28 U.S.C. § 1331 and denies the remainder of the allegations in Paragraph 4.

VENUE

5. Paragraph 5 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits that venue is proper under 28 U.S.C. § 1391(b) and that Defendant is a Virginia corporation subject to personal jurisdiction in the U.S. District Court for the Western District of Virginia.

6. Paragraph 6 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits that venue is proper in the U.S. District Court for the Western District, Lynchburg Division, and denies the remainder of the allegations in Paragraph 6.

PARTIES

7. In response to Paragraph 7, Defendant admits that Plaintiff is an adult man. Defendant admits Plaintiff is a citizen of the Commonwealth of Virginia.

8. In response to Paragraph 8, Defendant admits the allegations.

9. In response to Paragraph 9, Defendant admits the allegations.
10. In response to Paragraph 10, Defendant admits the allegations.
11. In response to Paragraph 11, Defendant admits it accepts students who pay tuition, in part, with federal financial aid directly distributed to the students.
12. In response to Paragraph 12, Defendant admits the allegations.
13. In response to Paragraph 13, Defendant admits Liberty is accredited by SACSCC, but it is also subject to the regulatory oversight of other accrediting organizations and agencies.
14. In response to Paragraph 14, Defendant admits the allegations.

FACTS

15. In response to Paragraph 15, Defendant admits that Plaintiff was hired and he started work on or about January 2, 2018, as Vice President of Special Literary Projects.
16. In response to Paragraph 16, Defendant admits the allegation.
17. In response to Paragraph 17, Defendant admits the allegation.
18. In response to Paragraph 18, Defendant admits the allegations.
19. In response to Paragraph 19, Defendant admits that Plaintiff at times during his employment served as a spokesperson and a media liaison for Liberty.
20. In response to Paragraph 20, Defendant admits the allegations.
21. In response to Paragraph 21, Defendant denies the allegations.
22. In response to Paragraph 22, Defendant admits the allegations.
23. In response to Paragraph 23, Defendant admits the allegations but denies the list is a complete list of executive leaders of Liberty University at that time.

24. In response to Paragraph 24, Defendant admits Jerry Falwell Jr. was President of the University on January 2, 2018 and that he resigned in August 2020 but denies the remaining allegations.

25. In response to Paragraph 25, Defendant admits that after Mr. Falwell's resignation, the Board of Trustees launched an independent investigation into all facets of Liberty University operations during Jerry Falwell, Jr.'s tenure as President using outside counsel to engage a forensic accounting firm but denies remaining allegations.

26. In response to Paragraph 26, Defendant admits that the content comes from a Liberty press release and states the referenced document speaks for itself.

27. In response to Paragraph 27, Defendant admits that four executive leaders at Liberty University have had authority to take corrective measures on the school's behalf relating to the implementation, execution and enforcement of Title IX sexual harassment (including sexual violence) and sex-based discrimination policies and procedures but denies the remaining allegations.

28. In response to Paragraph 28, Defendant admits contact from Plaintiff Stephen Wesley Burrill but states the referenced document speaks for itself.

29. In response to Paragraph 29, Defendant states the referenced document speaks for itself.

30. In response to Paragraph 30, Defendant is without sufficient information to admit or deny the allegation, and therefore denies it.

31. In response to Paragraph 31, Defendant admits that Scott Lamb informed about five executive leaders at Liberty University that he had been interviewed by outside counsel as part of the investigation.

32. In response to Paragraph 32, Defendant admits the allegations but denies the number of leadership attendees listed is “three.”

33. In response to Paragraph 33, Defendant admits David Corry joined a meeting with acting President Prevo to provide legal advice but denies the remaining allegations.

34. In response to Paragraph 34, Defendant denies the allegations.

35. In response to Paragraph 35, Defendant denies the allegations except to admit that at one point Plaintiff was asked if he was prepared to resign.

36. In response to Paragraph 36, Defendant admits that a lawsuit, *Does 1-12 v. Liberty University, Inc.*, Case No. 2:21-cv-03964-JMA-ARL (E.D.N.Y. July 20, 2021), was filed and denies the remaining allegations, including the allegation quoted from this lawsuit.

37. In response to Paragraph 37, Defendant admits that during the October 4 meeting, Jerry Prevo called Plaintiff a “liar” but denies the remaining allegations.

38. In response to Paragraph 38, Defendant denies the allegations.

39. In response to Paragraph 39, Defendant denies the allegations.

40. In response to Paragraph 40, Defendant admits that Plaintiff opposed perceptions by others about whether the University’s 501(c)(3) restrictions had been exceeded but is without sufficient information to admit or deny the remaining allegation, and therefore denies them.

41. In response to Paragraph 41, Defendant admits that on October 5 David Corry attempted to present an offer of terms of a separation agreement and to invite any suggestions from Plaintiff but denies the remaining allegations.

42. In response to Paragraph 42, Defendant admits Jerry Prevo instructed David Corry to meet with Plaintiff to discern if there were acceptable terms for a separation agreement.

43. In response to Paragraph 43, Defendant lacks sufficient information to admit or deny what Plaintiff “believes” with respect to any alleged severance, and this statement has the effect of a denial. Defendant denies the remainder of the allegations in Paragraph 43.

44. In response to Paragraph 44, Defendant lacks sufficient information to admit or deny the allegations, and this statement has the effect of a denial.

45. In response to Paragraph 45, Defendant admits the allegations.

46. In response to Paragraph 46, Defendant admits the allegations.

COUNT I

47. In response to Paragraph 47, which incorporates by reference Paragraphs 1 through 46, Defendant incorporates by reference its responses to the allegations in Paragraphs 1 through 47.

48. Paragraph 48 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits the allegations in Paragraph 48.

49. Paragraph 49 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant does not dispute that its education programs and activities receiving federal financial assistance are subject to Title IX and denies the remainder of the allegations in Paragraph 49.

50. Paragraph 50 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits it is a private institution of higher education and admits that it operates an education program or activity.

51. Paragraph 51 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits that it is a recipient of federal financial assistance within the meaning of Title IX and admits that it receives federal student aid, which

some of its students use to pay their tuition. Defendant denies the remainder of the allegations in Paragraph 51.

52. Paragraph 52 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 52.

53. Paragraph 53 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 53.

54. Paragraph 54 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 54.

55. Paragraph 55 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 55.

56. Paragraph 56 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 56.

57. Paragraph 57 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant admits the allegations in Paragraph 57.

58. Paragraph 58 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 58.

59. Defendant denies the allegations in Paragraph 59.

60. Paragraph 60 contains legal conclusions to which no response is required. To the extent a response may be required, Defendant denies the allegations in Paragraph 60.

PRAYER FOR RELIEF

61. Defendant denies the allegations in the “Prayer for Relief” paragraph, and specifically denies that Defendant is liable to Plaintiff for any reason, in any amount, or upon any theory of liability or damages.

62. Defendant denies any and all allegations and legal conclusions in the Complaint that Defendant has not expressly and previously admitted in this Answer, to the extent that any further response may be required.

AFFIRMATIVE DEFENSES

Liberty states as follows for its affirmative defenses reserving the right to supplement in the course of discovery.

1. The Complaint fails to state a claim on which relief can be granted.
2. Lamb's claims are barred, in whole or in part, by the doctrines of unclean hands.
3. To the extent Lamb can prove he has suffered any damages (which is specifically denied), Lamb has caused such damages were caused by Lamb's own negligence or fault or by some other superseding or intervening cause.
4. To the extent Lamb can prove he has suffered any damages (which is specifically denied), Lamb has failed to reasonably mitigate its damages.
5. Liberty reserves his right to assert additional affirmative defenses in the event discovery and/or further investigation disclose the existence of such defenses.

COUNTERCLAIM

Liberty, by counsel, states as follows for its counterclaims against Lamb.

INTRODUCTION

1. Liberty is one of the largest Christian academic communities in America, annually training over 100,000 online students, and educating more than 15,000 students on its 7,000-acre campus located at 1971 University Boulevard, Lynchburg, VA.

2. From early 2018 until his employment was terminated on October 6, 2021, Lamb served in communications at Liberty, holding the title of Senior Vice President of Communications and Public Engagement at the time of his termination.

3. Liberty brings this suit for several purposes, including (a) to take on Lamb's defamatory claims and publicly prove them false, (b) to recover University property that Lamb has unlawfully retained post-termination, (c) to protect its confidential information, attorney/client communications, and attorney work product material from Lamb's abuses, and (d) to obtain preliminary and permanent injunctive relief enjoining Lamb from using or disclosing Liberty confidential information, privileged materials, or work product to anyone outside Liberty University without obstructing Lamb from speaking, writing or communicating about matters he may lawfully discuss.

PARTIES

4. Liberty is a Virginia non-stock corporation headquartered in Lynchburg, Virginia with its principal office located at 1971 University Boulevard, Lynchburg, Virginia 24515.

5. Lamb is a citizen and resident of Virginia.

JURISDICTION

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises, *inter alia*, under the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.* Accordingly, this Court also has subject matter jurisdiction under 28 U.S.C. § 1367.

FACTUAL BACKGROUND

7. Lamb is a pastor, author, and activist who started his career with peripheral positions but aspired to grander importance. Because Lamb has endeavored to be a public person,

his own pronouncements to the press and on social media make it easy to detail his activities of late that comprise the bulk of this Counterclaim.

8. After training in seminary and serving as a pastor, Lamb grew restless in the role of spiritual advisor. He seemingly craved more “voice.” To advance this quest, Lamb worked on writing skills, entering journalism as a reporter with the *Washington Times* and later accepting a role as a biographer.

9. Working in media, Lamb learned how writers seek exclusives from key interview figures, build trust with the goal of gaining information from a subject, and then ask for back-up information to avoid being misled by speculating subjects. In his career as an author, Lamb has written or co-written biographies of baseball player Albert Pujols, Governor Mike Huckabee, and a book on the spiritual life of Donald J. Trump. The process of writing and publishing is very familiar to Lamb.

10. Lamb’s writing experience led him to the orbit of Jerry Falwell Jr. The two had much in common. Lamb and Falwell Jr. were both raised in conservative Christian homes, and as adults they grew to perceive as alarming the erosion of First Amendment protections for religious liberty and the rise of governmental influence over many areas of life.

11. A major difference between the two, however, was their positioning. Falwell Jr. had a father who created a national university to which Presidential candidates came to pitch, Christian leaders came to confer, and students flocked for first-class education in a Biblical setting. Lamb had an itch to be influential, but his personal platform was portraying other people’s ideas in books, and reporting on their views and news. More than just writing stories, Lamb apparently yearned to *be* the story.

12. In Falwell Jr., Lamb identified an emerging figure to serve, a leader who was at the crossroads of faith and the changing culture – and on center stage. Moreover, Lamb claims Falwell Jr. needed someone to speak truth to his power. Attracted to the role, Lamb sought and accepted a position at Liberty.

13. Lamb joined Liberty on January 2, 2018 with the title of Vice President of Special Literary Projects, but fulfilled a dual role. He was *aide de camp* to Falwell Jr. on media matters, and he was to be deployed to write books himself and to assist in securing publication for an emerging cadre of authors at Liberty with bold new ideas to advance conservative Christian influence.

14. By his own admission, Lamb’s duties at LU never included such matters as the investigation of concerns under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.*, or the management of compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. § 1092(f). Lamb had no official role in Title IX matters at LU at all, except to receive inquiries from reporters, and to communicate statements to the public that occasionally crossed over into the area of Title IX.

15. While uninvolved in the merits of Title IX matters, Lamb did have extensive access to Liberty’s valuable trade secret and confidential and proprietary information, including student and donor lists, financial information, cost information, publicity strategies, marketing objectives, plans, and timelines, student records, information regarding potential business transactions, and other strategic information.

16. This information derives independent, actual or potential commercial value from not being generally known or readily ascertainable to persons outside Liberty.

17. Because of the valuable nature of such material, Liberty takes reasonable steps to keep LU's confidential information private, doing such things as limiting dissemination of such information to individuals on a "need to know" basis, requiring key employees to sign confidentiality agreements, maintaining password protections and encryption on electronic devices that may access confidential and trade secret information, and maintaining robust policies and practices concerning the protection of confidential information.

18. As a Liberty employee, Lamb knew that he was subject to those rules, which were communicated to him in several ways.

19. Like all LU employees, Lamb was subject to the authority of the Liberty University Employee Handbook of Policies and Procedures ("Handbook," Exhibit A), which includes the following principles:

- a. Section 2.6 of the Handbook provides that "[n]o employee of the University may misuse confidential information or proprietary information or reveal confidential or proprietary information to any outside source."
- b. Section 2.7 of the Handbook establishes that "[a]ny and all materials and information ('Confidential Information') provided by the University, any related subsidiaries, its employees or agents during the course of an employee's employment by the University and thereafter shall remain the property of the University."
- c. Section 2.7 also provides that "[u]pon termination of employment, the employee shall return all such Confidential Information to the University."
- d. Section 7.3 of the Handbook clearly provides that "[a]ll information created or contained on the University's computers and network, including electronic mail (E-mail), remains the property of the University."
- e. Section 7.3 of the Handbook (Computer Use) overtly prohibits the creation of home filing systems for the purpose of an employee exerting dominion over Liberty property, such as Documents and Confidential Information.
- f. Section 7.3 of the Handbook also plainly prohibits employees from retaining Liberty property for private use through off-site storage systems, duplicative filing arrangements, servers, or drives.

- g. Section 7.15 (Return of Property) dictates that “[o]n or before the employee’s last day of work, the employee is required to return all property.”
- h. By virtue of Section 7.15, Lamb understood that if LU had to repossess its materials by resort to litigation, Lamb would have to pay LU attorney fees.

20. Lamb also committed to abide by various “Legal Holds.” Legal Holds required employees to refrain from destroying information potentially relevant to LU legal matters. These materials could be subject to subpoenas, court ordered document productions, or mandatory disclosure demands. At least the following Legal Holds were applied specifically to Lamb during the duration of his LU employment:

- a. A Legal Hold related to litigation concerning fee refunds during the COVID-19 pandemic;
- b. A Legal Hold related to litigation involving *The New York Times*;
- c. A Legal Hold related to litigation filed against Liberty by Jerry Falwell Jr.; and
- d. Two Legal Holds related to litigation involving Title IX.

21. Lamb also committed to abide by the LU document retention system, which obligated employees to preserve and archive specified information for prescribed periods of time.

22. As a manager at LU and a Department Head, it was Lamb's duty to enforce these various Handbook, Legal Hold, and document retention rules upon the staff who were subordinate to him within his own Department. During the course of his employment, Lamb never indicated any disagreement with these common-sense constrictions in the Handbook and other employee policies.

23. Perhaps Lamb’s most serious and solemn commitment was the one he volitionally undertook as a condition of participating in meetings of the LU Board of Trustees. On April 20,

2018, Lamb executed a Confidentiality Agreement whereby he agreed not to disclose without permission any proprietary or confidential information he received, such as business, financial and proprietary information “regarding the Board and the University.” This is the manner in which the Confidentiality Agreement defined “Confidential Information.”

24. In a broad statement of intent by the parties to protect decisional information, the Confidentiality Agreement extended to “any other information furnished to [Lamb] by or on behalf of the University, along with any other information relating to the Confidential Information prepared by [Lamb].” Lamb expressly agreed that this sweeping obligation bound him when he no longer worked at Liberty and compelled him to “promptly return information at departure,” inclusive of “all copies thereof.” *See* Confidentiality Agreement, attached as Exhibit B.

25. In addition, Lamb had (and still has) a fiduciary obligation to protect Liberty’s confidential information and to use that information only in Liberty’s best interests.

The Lion and Lamb

26. After Falwell Jr. endorsed Donald Trump in the 2016 Presidential race and gained national attention, Falwell Jr. launched a policy center at Liberty. Lamb claims responsibility for branding it “The Falkirk Center.” Lamb indicates he brought the idea to Falwell Jr. after watching protagonist William Wallace in “Braveheart” – a favorite film of Falwell Jr. Wallace prevailed against tyranny in the depicted battle of Falkirk and embraced personal freedom as a motto for his cause. Lamb also sold the branding to Falwell as a play on the names of the two principals of the Center, Jerry Falwell Jr. and Charlie Kirk. https://shows.cadence13.com/static.img/gangster-capitalism/C13_GC_S3_E8_FINAL_GO.pdf.

27. Lamb has proclaimed himself one of Falwell Jr.’s most trusted advisors in the era of 2018 to 2020. Lamb told a local ABC News affiliate just last week that he was Falwell Jr.’s

most influential aide in the shaping of the President's press positions and proclamations, obtaining close personal access to Falwell and his family during this time.

28. Media recognized this symbiotic role. See *Who is Scott Lamb from Liberty University?*, WIKI (<https://www.wiki.ng/en/wiki/who-is-scott-lamb-from-liberty-university-age-wiki-wife-why-was-he-fired-681492>) (last visited Oct. 30, 2021) (“Scott Lamb, who was the school’s senior Vice President of communications until October 6, *was described as the right-hand man to former president Jerry Falwell Jr.*, who resigned after the series of controversial activities”) (emphasis added).

29. With Lamb's access and devotion to Falwell Jr. came opportunity and visibility – a posting Lamb could hold on to only so long as he protected the public image of Falwell Jr. To maintain his station, Lamb never publicly attacked or criticized Falwell Jr., which by his own admission would have been a surefire ticket to departure.

30. Accordingly, Lamb claims he was either the first-approver or soft critic of Falwell Jr.’s many tweets, releases, and speeches. Lamb embraced and expanded the Falwell Jr. agenda in demonstrable and emphatic ways, for example:

- Lamb was spokesman for Falwell Jr.'s musings about involving the FBI in assessing whether certain former board members of Liberty took positions askance to Falwell Jr.; *Jerry Falwell Jr. wants FBI to probe ‘criminal conspiracy’ against him*, NBC NEWS (Sept. 9, 2019), <https://www.nbcnews.com/news/us-news/jerry-falwell-jr-wants-fbi-probe-criminal-conspiracy-against-him-n1052076>.
- Lamb was spokesman when Falwell Jr. spotlighted the Governor of Virginia in terms of his alleged portrayal in blackface in a medical school yearbook; *Falwell’s Blackface Tweet Brings Racial Dissent to Liberty University*, THE NEW YORK TIMES (June 8, 2020), <https://www.nytimes.com/2020/06/08/us/politics/jerry-falwell-blackface.html>.
- It was Lamb who was accused of “berat[ing]” an LU student who protested some University COVID policies on Facebook. *‘Blinded and naïve’: Liberty students claim culture of suppression under Falwell leadership (August 14, 2020)*, <https://www.washingtonexaminer.com/news/blinded-and-naive-liberty-students-claim-culture-of-suppression-under-falwell-leadership>.

Silence from Lamb

31. At some point during his unyielding support of Falwell Jr., the contradictions in Falwell Jr.'s personal behavior and public life closed in on Lamb. In media communications, Lamb has indicated he had a ringside seat at the President's personal erosion.

32. In a comprehensive podcast appearance on or about Friday October 29, 2021, Lamb indicated he would often talk with Falwell Jr. on weekends regarding LU business. Lamb indicated Falwell Jr. had more time then but was also more likely to be under the influence. *Fired Liberty U Spokesman Tells Inside Story Behind Lawsuit*, THE ROYS REPORT (Oct. 29, 2021), https://julieroys.com/podcast/fired-liberty-u-spokesman-tells-inside-story-behind-lawsuit?mc_cid=7ee6a9ac39&mc_eid=774431752b.

33. Some in the community called Lamb out for duplicity in turning a blind eye professionally to the personal plight of Falwell Jr. For example, on October 25, 2021, a Twitter user named Austin Edwards criticized Lamb for speaking personally to Edwards about “Falwell improprieties” but conveying a strident “level of dismissal” to concerned alums and to Edwards, tweeter, a veteran of “PR at a top 3 TV network.” <https://twitter.com/mbdbaggett/status/1449419030117376010> (last visited Oct. 30, 2021).

34. As Falwell Jr.’s public missteps multiplied, eventually leading to his resignation, Lamb’s reaction was silence – though concededly suborning Falwell’s actions, personally and professionally.

A Wolf in Lamb’s Clothes

35. At some point during this drama, a conflicting dilemma came to Lamb. He was offered a lucrative contract to write a tell-all book about Falwell Jr. Previously, Lamb was in discussions with Falwell Jr. himself to write a friendly portrait, showcasing Falwell Jr.'s status,

standing, and vision. It is not apparent whether Lamb disclosed to Falwell Jr. the double agency and duplicity toward Liberty that was beginning to spawn within the Lamb camp.

36. In one of his numerous recent dips into the media pool, Lamb confessed to contradictory roles that he knowingly brought into the digital disclosure sessions. In a moment of soul searching, Lamb confessed to being one of two things: either an operating activist embedded within Liberty's structure, or a growingly disaffected activist awaiting his opportunity to capitalize by debunking aspects of LU. See <https://wset.com/news/abc13-investigates/former-liberty-university-vp-investigative-firm-did-not-interview-sexual-assault-accusers-jane-doe-scott-lamb-title-ix-lawsuit>. At the time of Falwell Jr.'s departure from LU on August 26, 2020, Lamb was wielding the tools of activism with intensity.

37. In the vacuum created by Falwell Jr.'s departure, Lamb ramped up his efforts to monetize his activism. Lamb started with cataloguing LU information. In the course of his role as communications director, Lamb for a long time had protectively and with permission recorded many of Falwell Jr.'s media calls. On information and belief, Lamb recorded other calls, meetings, and events on the sly. Lamb grew to expand his intrusions beyond the scope of his job, quietly recording meetings, discussions, and audiences with Falwell Jr. to further whichever Falwell book he would eventually write for personal profit.

38. As Lamb's workplace espionage grew to be a more comfortable endeavor for him, Lamb widened his devotion to secret recordings. Lamb started recording his meetings with Acting President Jerry Prevo and other LU executives. This conduct disregards standards that courts indicate a Virginia employer has a right to expect from employees.

39. Without permission, Lamb used Liberty time and resources to make secret recordings which, upon their creation, became Liberty documents by standards that Lamb

embraced as a condition of his employment. Lamb likely stored, communicated, or managed these recordings on LU devices, systems, or platforms.

40. Without permission, Lamb admits that he configured a redirection software to start transferring to his personal email account emails that he received on his LU devices and systems. These e-mails, which Lamb received by virtue of his job at Liberty, were and are still Liberty's property, and Lamb was not authorized to take them.

41. Without permission, Lamb built a home storage collection of draft press releases, position documents, and legal advice issued by LU and outside counsel (including recorded conversations with LU in-house and outside counsel) that he could use to promote his expositional agenda, depending on how events evolved.

42. Events did in fact unfold adversely for Lamb during this time period. After Falwell Jr. had to resign his Presidency in August 2020, Jerry Prevo was named acting President of LU. The Falkirk Center (rebranded the Stand For Freedom Center post-Falwell under Lamb), came under strategic review. The Center was drifting under Lamb, who personally fired Charlie Kirk from the enterprise. *Charlie Kirk out at Liberty University's Falkirk Center*, RELIGION NEWS (March 17, 2021), <https://religionnews.com/2021/03/17/charlie-kirk-out-at-liberty-universitys-falkirk-center/>.

43. In October 2021, Lamb's management and oversight of the Center came under criticism by an internal strategic analysis group, both for lack of specific authority to spend money on Department projects and for fundamental administrative sloppiness. Lamb has publicly defended his performance by resorting to a telephone call that occurred back in July 2021 in which acting President Prevo affirmed aspects of Lamb's performance. Lamb confesses that he recorded the July call without informing Prevo. *Scott Lamb Talks Lawsuit Against Liberty University and*

Title IX Allegations, WLNI (Oct. 28, 2021), <https://wlni.com/scott-lamb-talks-lawsuit-against-liberty-university-and-title-ix-allegations/>.

A Bleating Lamb

44. Lamb left Liberty University on October 6, 2021, and took with him a reservoir of electronic information, documents, and recordings that he was prohibited by LU policy and procedure from taking. At least some of this material was recorded or otherwise created by Lamb to discredit LU and potentially line his pockets as he developed commercial opportunities to use his former-insider status for personal profit.

45. On October 22, 2021, Liberty provided Lamb a carefully-crafted letter to educate him on his obligations to LU, to ask for return of Liberty's documents and information, and to admonish him on his risk were he to misuse Liberty property. *See* Exhibit C.

46. On October 29, 2021, Lamb's local and national counsel both received letters from Liberty imploring counsel to respect Liberty's privileges and to have Lamb do the same. *See* Exhibits D and E.

47. Since his separation from Liberty, Lamb has taken to an amateurish media tour to attempt to rehabilitate his tattered reputation within Liberty and to the public.

48. In this pursuit, he has improperly weaponized his access to LU property and confidential information, deploying it as if he had acquired the right to make it his own. The following are among Lamb's misuse of LU confidential information and materials:

- On October 16, 2021, Lamb posted to his Twitter account an October 4, 2021 redacted screen shot of work communication from his Liberty email account regarding publication of an article. *See* Exhibit F.
- On October 22, 2021, Lamb posted to his Twitter account the concededly "confidential" communication he received from acting President Prevo that provided him with information about Liberty's internal investigation into Jerry

Falwell Jr.'s financial stewardship of Liberty and requested his full cooperation. See Exhibit G.

- To the publication *ProPublica* on or before October 24, 2021, Lamb referred to a May 7, 2021 e-mail he generated for management, that was the property of LU; “*The Liberty Way*”: *How Liberty University Discourages and Dismisses Students’ Reports of Sexual Assaults*, PROPUBLICA (Oct. 24, 2021), <https://www.propublica.org/article/the-liberty-way-how-liberty-university-discourages-and-dismisses-students-reports-of-sexual-assaults>.
- To the ABC 13 outlet WSET on October 27, 2021, though admitting on camera to prior subject matter advice by his personal counsel that he should exercise care with LU documents, Lamb disgorged the privileged legal advice that he was acquired from both in-house LU and outside counsel regarding legal strategy on pending court cases. Lamb proudly termed this giveaway of LU privileged material an “exclusive” to WSET. *Former Liberty University VP: Investigative firm did not interview sexual assault accusers*, WSET (Oct. 27, 2021), <https://wset.com/news/abc13-investigates/former-liberty-university-vp-investigative-firm-did-not-interview-sexual-assault-accusers-jane-doe-scott-lamb-title-ix-lawsuit>.
- To WSET, on October 27, 2021, Lamb revealed confidential communications regarding the Liberty legal advice he learned about from outside counsel regarding Title IX actions. *Former Liberty University VP: Investigative firm did not interview sexual assault accusers*, WSET (Oct. 27, 2021), <https://wset.com/news/abc13-investigates/former-liberty-university-vp-investigative-firm-did-not-interview-sexual-assault-accusers-jane-doe-scott-lamb-title-ix-lawsuit>.
- Also to WSET on October 27, 2021, Lamb confessed that he has released other LU property in the form of documents and recordings he provided to media outlets. *Former Liberty University VP: Investigative firm did not interview sexual assault accusers*, WSET (Oct. 27, 2021), <https://wset.com/news/abc13-investigates/former-liberty-university-vp-investigative-firm-did-not-interview-sexual-assault-accusers-jane-doe-scott-lamb-title-ix-lawsuit>.
- To the publication *Politico* on or about October 27, 2021, Lamb supplied unauthorized recordings that he secretly made of his LU management meetings with Acting President Prevo. *Liberty U president says on tape that ‘getting people elected’ is his goal*, POLITICO (Oct. 27, 2021), <https://www.politico.com/news/2021/10/27/liberty-university-jerry-prevo-influence-517303>.
- On a podcast presented by Julie Roys on October 29, 2021, Lamb made a number of unpermitted disclosures of LU property. *Fired Liberty U Spokesman Tells Inside Story Behind Lawsuit*, THE ROYS REPORT (Oct. 29, 2021),

https://julieroys.com/podcast/fired-liberty-u-spokesman-tells-inside-story-behind-lawsuit?mc_cid=7ee6a9ac39&mc_eid=774431752b.

49. As if these dramatic acts of defiant abuse of protected Liberty communications were not enough, on November 1, 2021, Lamb sent numerous members of the LU Board an email that catalogued each and every media story resulting from his media tour (several of which were for the purpose of disclosing Liberty's privileged and protected communications). Ironically, Lamb himself has catalogued the extent to which he has gone to in derogation of rights he was obligated legally to protect. *See* Exhibit H.

COUNT I: DEFAMATION

50. Liberty incorporates paragraphs 1 to 49 above as if stated within this section.

51. After Liberty fired Lamb on October 6, 2021, Lamb engaged in numerous interactions with print and video media purporting to explain the circumstances of his firing.

52. In point of fact, Lamb was fired because he was insubordinate, failed to obtain requisite expense approvals, and failed to conduct the business affairs of his department to the standards set by Liberty. As Liberty told *Politico*:

While we are generally reticent to comment on personnel matters, we would like to make it clear that Lamb's advice on how to publicly respond to the Jane Doe Title IX lawsuit played no role in his termination....His termination was the result of a meeting about a recent review of the area under his management.

<https://www.politico.com/news/2021/10/25/liberty-university-fired-sexual-assault-517105>

53. Nonetheless, in numerous communications to the media, Lamb falsely stated that he was fired for reasons related to Title IX. While many reporters heard these statements and reported on them, the following are a few such statements recorded verbatim:

- a. In an interview with WSET on October 27, 2021, Lamb said, "Here's the thing, even after I was fired, I had a Vice President call me up, 'What's your beef?' And I said, 'Well, that. The Title IX accusations, they have not been

looked into’.” *Former Liberty University VP: Investigative firm did not interview sexual assault accusers*, WSET (Oct. 27, 2021), <https://wset.com/news/abc13-investigates/former-liberty-university-vp-investigative-firm-did-not-interview-sexual-assault-accusers-jane-doe-scott-lamb-title-ix-lawsuit>.

- b. On a podcast presented by Julie Roys on October 29, 2021, Roys, in discussing Lamb’s October 4, 2021 meeting referenced in his Complaint, asked Lamb, “Did you discuss the Title IX mishandling as well? Tell me about that.” In response, Lamb said, “The thing is, I’ve been discussing that all spring. Like this 501(c)(3) dance is small potatoes. . . . But the Title IX is where it all gets. . . .” *Fired Liberty U Spokesman Tells Inside Story Behind Lawsuit*, THE ROYS REPORT (Oct. 29, 2021), https://julieroys.com/podcast/fired-liberty-u-spokesman-tells-inside-story-behind-lawsuit?mc_cid=7ee6a9ac39&mc_eid=774431752b.

54. Taken together, these statements by Lamb present a false factual narrative in which Lamb states to the media that he was fired by Liberty because he spoke up about Title IX allegations. These false statements will be referred to collectively as the “Defamatory Statements.”

55. Lamb is professionally skilled in media communications, and acutely knowledgeable about the process of placing with media outlets statements designed to create maximum impact and impact with consumers of media in target audience.

56. As a former news reporter for the *Washington Times* and former Liberty spokesman, Lamb was highly knowledgeable about the types of statements, issues, representations, and attributions that would have maximum impact on hearer in the evangelical, university, Liberty, and journalistic communities.

57. Lamb himself made and published the Defamatory Statements, which are statements of false facts concerning Liberty and the actions of its acting President, Jerry Prevo. These statements are objectively false and, when relied upon by readers or hearers unacquainted with the truth, exposed acting President Prevo to a diminished reputation for leadership, dedication

to the well-being of Liberty students, commitment to principles of administrative fairness, and devotion to the truth, all of which defame and diminish the reputation of Liberty.

58. Lamb made the Defamatory Statements knowing they would potentially be distributed throughout Lynchburg, throughout Virginia, throughout America, and throughout the world.

59. Lamb made and published the Defamatory Statements without any applicable privilege.

60. Lamb made and published the Defamatory Statements with knowledge that they were false and/or with reckless disregard for the truth or falsity of the statements, or with at least negligent disregard for the truth or falsity of the statements.

61. As a direct and proximate result of the Defamatory Statements, Acting President Prevo has suffered damage to his reputation, has suffered damage to his standing for veracity and leadership in the evangelical community, damage to his standing with the student body, alumni network and supports of Liberty, damage to his profession, personal anguish, and has suffered other pecuniary damage.

62. Lamb's conduct has damaged Liberty in excess of \$75,000, an amount it may have to revisit as discovery progresses.

COUNT II: BREACH OF CONTRACT

63. Liberty incorporates paragraphs 1 to 62 above as if stated within this section.

64. As a "condition" of any access to any Board meetings of LU, Lamb was obligated to enter into a "Confidentiality Agreement." Lamb freely did so on April 20, 2018. *See Exhibit B.*

65. The Confidentiality Agreement was a bilateral contract that stated as its consideration Lamb's access to LU Board meetings and access to "proprietary information regarding the Board and the University...." Collectively, this information was termed "Confidential Information" in the Confidentiality Agreement.

66. In exchange for access to high level and sensitive information about the Board and the University's duties and actions, Lamb agreed to the following strictures:

- a. He would not volitionally disclose any Confidential Information without the University Chancellor's prior written permission;
- b. If compelled in a legal process, he would not disclose Confidential Information until he had first provided the LU General Counsel notice in writing so he or she had the chance to obtain a prophylactic protective order;
- c. He was obligated to return on his departure all the Confidential Information in his possession and "any other information relating to the Confidential Information prepared by [Lamb]"; and
- d. As to the Confidential Information and all information Lamb prepared related to it, he had to surrender on departure not just the material but "all copies thereof."

67. By its express terms, the Confidentiality Agreement survived Lamb's separation from LU, obligating him to "continue to be bound by the obligations of confidentiality in this agreement."

68. Lamb left Liberty on October 6, 2021. He violated the Confidentiality Agreement by taking with him Confidential Information, copies of Confidential Information, and information he prepared that related to Confidential Information.

69. Lamb also breached the Confidentiality Agreement when he disseminated Confidential Information and related content prepared by him to media outlets, activist attorneys, and community members without prior written permission of the University Chancellor or contractual justification.

70. Lamb's actions have damaged Liberty in an amount to be proven at trial.

71. Lamb's breach of the Confidentiality Agreement was willful and wanton, vexatious and oppressive, and designed to do intentional harm to Liberty's reputation, operations, and commercial interest. This situation is the unusual case where contractual breach is sufficiently outrageous as to give rise to punitive damages.

72. Lamb's conduct has damaged Liberty in excess of \$75,000, an amount it may have to revisit as discovery progresses.

COUNT III: BREACH OF FIDUCIARY DUTY

73. Liberty incorporates paragraphs 1 to 72 above as if stated within this section.

74. As Liberty's Senior Vice President of Communications and Public Engagement and, thus, a member of Liberty's Executive Leadership, Lamb had a fiduciary duty to protect confidential Liberty information, refrain from acts harmful to the interests of Liberty, avoid conflicts of interest, and reject opportunities to benefit his personal interests to the detriment of Liberty.

75. During his employment with Liberty, Lamb was afforded access to a wide variety of key Liberty documents and information, including, but not limited to: email, letters, correspondence, memoranda, notes, reports, compilations, data, notebooks, work papers, graphs, charts, blueprints, books, pamphlets, instructions, sketches, photographs, diaries, advertising literature, agreements, meeting minutes, other machine producible records including films, video and sound reproductions, printout sheets, electronic records such as text messages, summaries or records of telephone conversations, personal conversations or interviews, and other documents ("Documents and Confidential Information").

76. The Documents and Confidential Information to which Lamb was afforded access include, without limitation, business plans, personnel, donor, alumni, and student information, financial information strategies, marketing plans, preliminary and draft work, and other proprietary information.

77. The Documents and Confidential Information also include attorney/client privileged information, attorney work product material, and other forms of sensitive information.

78. As a Liberty employee, Lamb had a duty to keep confidential and, upon termination of employment, return all Liberty property, including Documents and Confidential Information.

79. The duty to protect and return all Liberty property was imposed upon Lamb from several sources rooted in employment policies and obligations.

80. First, as an at-will employee, Lamb was obligated to abide by the document and technology policies contained in the Liberty University Employee Handbook of Policies and Procedures (“Handbook”). For example:

- a. Section 2.6 of the Handbook provides that “[n]o employee of the University may misuse confidential information or proprietary information or reveal confidential or proprietary information to any outside source.”
- b. Section 2.7 of the Handbook provides that “[a]ny and all materials and information (‘Confidential Information’) provided by the University, any related subsidiaries, its employees or agents during the course of an employee’s employment by the University and thereafter shall remain the property of the University.” Section 2.7 also provides that “[u]pon termination of employment, the employee shall return all such Confidential Information to the University.”
- c. Section 7.3 of the Handbook (Computer Use) prohibits the creation of home filing systems for the purpose of an employee exerting dominion over Liberty property, such as Documents and Confidential Information. Section 7.3 also prohibits employees from retaining Liberty property for private use through off-site storage systems, duplicative filing arrangements, servers, or drives. Section 7.3 provides that “[a]ll information created or contained on the University’s computers and network, including electronic mail (E-mail), remains the property of the University.”

- d. Section 7.15 of the Handbook (Return of Property) provides that “On or before the employee’s last day of work, the employee is required to return all property.”

81. Second, the technology security policy governing all Liberty-affiliated technology, to which all users must consent as a condition to accessing Liberty-owned technology, ensures that all Documents and Confidential Information remain Liberty’s property.

82. Third, Liberty’s general document preservation and retention policy, incorporated by the Handbook, imposed a duty upon all Liberty employees, including Lamb, to preserve and, upon termination of employment, return all Liberty Documents and Confidential Information.

83. Fourth, Liberty’s Bylaws and Articles of Incorporation and the Liberty Way all imposed a duty upon Lamb, as an employee and member of the Liberty community, to abide by all Liberty policies, including document preservation and technology policies.

84. Fifth, throughout his employment, Lamb was subject to various “Legal Holds” that imposed a duty to preserve all documents related to ongoing litigation impacting Liberty.

85. Sixth, Lamb has a common law fiduciary duty to protect the secrecy of Liberty’s confidential information both during and after his employment, and to refrain from using and disclosing that information except as authorized by Liberty in the scope of his employment.

86. Thus, Lamb had a duty, drawn from multiple sources, to preserve and, upon termination, return all Liberty property in his possession or control, including Documents and Confidential Information.

87. Lamb breached his fiduciary duties through the following actions:

- a. At some point during his employment, Lamb began surreptitiously recording confidential conversations with current and former Liberty executives for his own personal benefit.

- b. Lamb created or deployed a system through which he automatically forwarded Liberty emails and documents received at his liberty.edu email address to a private, personal account.
- c. Upon his termination, Lamb failed to return all Liberty property in his possession or control, including Documents and Confidential Information.
- d. On multiple occasions thus far, Lamb has disclosed Liberty Documents and Confidential Information to third parties for his own personal gain.

88. The actions of Lamb in breach of his fiduciary duties have caused and will continue to cause Liberty immediate and irreparable harm if Lamb is allowed to wrongfully retain Liberty Documents and Confidential Information and disclose the same to third parties.

89. The irreparable harm to Liberty consists of potential loss of business, reputation, goodwill and trade secrets, all of which cannot be compensated by money damages.

90. Lamb's calculated actions in breaching the fiduciary duties he owed to Liberty were willful and wanton and disregarded the rights of Liberty, thus exposing him to punitive damages.

91. Section 7.15 of Liberty's Employee Handbook provides that Liberty may seek "reimbursement of attorney's fees" if Liberty has to pursue unreturned property after an employee's employment relationship ends.

92. On information and belief, Liberty has been damaged in an amount in excess of \$75,000, an amount it may have to revisit as discovery progresses.

COUNT IV: CONVERSION

93. Liberty incorporates paragraphs 1 to 92 above as if stated within this section.

94. The property described above, including Documents and Confidential Information, is the property of Liberty.

95. Lamb came into control of this property, but he has failed to return the Documents and Confidential Information in full.

96. Lamb's acts of dominion have deprived Liberty of the possession of this property in derogation of Liberty's rights and privileges.

97. On information and belief, Liberty has been damaged in an amount in excess of \$75,000, a number it may have to revisit as discovery progresses.

COUNT IV: DETINUE (in the alternative)

98. Liberty incorporates paragraphs 1 to 97 above as if stated in this section.

99. Liberty is the sole lawful owner of the property described above, including Documents and Confidential Information.

100. For the reasons enumerated above, Liberty has an immediate right to possession of this property, including Documents and Confidential Information, because Lamb's employment with Liberty was terminated on October 6, 2021.

101. Liberty's Documents and Confidential Information are easily identifiable because they are currently or were at one time located or stored on devices or systems created or provided by Liberty. Lamb also knows of their identity and location.

102. Liberty's Documents and Confidential Information are highly valuable to Liberty because they contain confidential and proprietary information related to a variety of deals, strategies, and negotiations impacting Liberty's business. They are also necessary for Liberty to defend and prosecute various lawsuits, both pending and contemplated.

103. Liberty has asked for the return of its Documents and Confidential Information, but Lamb has failed to fully return all such property that remains in his possession and/or control.

104. On information and belief, Liberty has been damaged in an amount in excess of \$75,000, a number it may have to revisit as discovery progresses.

COUNT V: VIRGINIA STATUTORY CONSPIRACY

105. Liberty incorporates paragraphs 1 to 104 above as if stated within this section.

106. Virginia Code. § 8.01-499, 500 prohibits two or more persons from agreeing to injure another in their trade or business.

107. In a public profession on a podcast that dropped October 29, 2021, Lamb admits that he has reached out to consult with Jack Larkin, a plaintiffs' lawyer suing Liberty in a case known as *Jane Does 1-12 v. Liberty University. Fired Liberty U Spokesman Tells Inside Story Behind Lawsuit*, THE ROYS REPORT (Oct. 29, 2021), https://julieroys.com/podcast/fired-liberty-u-spokesman-tells-inside-story-behind-lawsuit?mc_cid=7ee6a9ac39&mc_eid=774431752b.

Specifically, Lamb claimed, "I'm in consultation with Jack Larkin. I'll be giving him things that I know, telling him things that I know."

108. Larkin is currently engaged in bringing legal claims to injure Liberty in its trade or practice. In addition to publishing them broadly in the media, on information and belief, Lamb has already shown or given additional privileged LU documents, communications, records, or recordings to Larkin or his associates. These materials may be the highly-protected and likely privileged or work product property of Liberty University. Larkin could never access such material through the litigation process absent rising above the high bar of "substantial need." To the extent they are attorney client privileged materials, they would never be available through litigation discovery.

109. On information and belief, Lamb and Larkin and/or members of his firm acted intentionally, purposefully, and without lawful justification to injure Liberty, and thus with legal malice.

110. Lamb had a fiduciary duty to refrain from actions that were false, damaging, and disruptive to the interests and well-being of Liberty, and Lamb committed conversion and detinue, tortious conduct in derogation of the rights of Liberty as to its documents, materials, things and information.

111. The actions of Lamb in leading this anti-Liberty conspiracy with Larkin and the Larkin firm have injured Liberty in irreparable ways in litigation defense and in the control and maintenance of its confidential, privileged and/or work product information.

112. By operation of Va. Code 18.2 §500(A), the damages of Liberty as a result of Lamb's tortious conduct in rogue document handling are to be trebled by the Court following trial. That code section also provides for Liberty to recover reasonable attorneys' fees incurred. *See* Va. Code 18.2 §500 (A) and (B).

113. Lamb's calculated actions were willful, wanton, vexatious and oppressive in disregard of the rights of Liberty, thus exposing him to punitive damages.

114. Liberty seeks \$1 million in compensatory damages for statutory conspiracy damages, trebled to \$3 million as provided by statute. Liberty further seeks punitive damages in the amount awarded by the jury and entered by the Court. Liberty additionally seeks pre-judgment and post-judgment interest, and its reasonable attorneys' fees.

**COUNT VI: MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND
TRADE SECRETS ACT OF 2016, 18 U.S.C. § 1831, et seq.**

115. Liberty incorporates paragraphs 1 to 114 above as if stated within this section.

116. Lamb accessed, copied, and has wrongfully retained Liberty Documents and Confidential Information.

117. Since his termination, Lamb has already unlawfully disclosed Liberty Documents and Confidential Information to third parties on at least two occasions.

118. Certain of Liberty's Documents and Confidential Information qualify as "trade secrets" under the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1831, *et seq.*, because they have independent economic value, are not publicly known, and are subject to reasonable efforts to maintain secrecy.

119. Liberty's trade secrets are not generally known or available to the public, and are not readily ascertainable by other means.

120. Lamb acquired knowledge of Liberty's trade secrets in his capacity as Liberty's Senior Vice President of Communications and Public Engagement, and he thus owed and continues to owe Liberty a duty to maintain the secrecy of such documents and information.

121. Lamb accessed, copied, disclosed, and wrongfully retained Liberty's trade secrets in violation of his legal obligations to Liberty.

122. Liberty has demanded that Lamb return all Liberty documents and information (including trade secrets) and cease and desist from utilizing the same for his own benefit and/or the benefit of any third party.

123. Without any appropriate basis, Lamb has not returned and refuses to fully return Liberty's trade secrets.

124. As a direct and proximate result of Lamb's actions, Liberty has sustained substantial damages in an amount that will be established at trial of this matter.

125. Lamb's actions in converting and misappropriating Liberty's trade secrets for his own gain were willful, wanton, and malicious, and were taken with reckless disregard for Liberty's rights.

126. Lamb's actions have also caused and will continue to cause Liberty irreparable harm if not preliminarily and permanently enjoined.

127. The irreparable harm to Liberty consists of potential loss of business, reputation, goodwill and trade secrets, all of which cannot be compensated by money damages.

128. Liberty has no adequate remedy at law because Lamb's actions are affecting its goodwill, reputation, and ability to compete in a highly competitive marketplace.

COUNT VII: VIOLATION OF THE VIRGINIA COMPUTER CRIMES ACT

129. Liberty incorporates paragraphs 1 to 128 above as if stated in this section.

130. Lamb's actions described above violate both § 18.2-152.3 and 18.2-152.4 of the Virginia Computer Crimes Act.

131. Without authorization, Lamb used Liberty computers to convert for himself Liberty's sensitive, confidential, and proprietary information in violation of his legal obligations to Liberty.

132. On information and belief, without authorization, Lamb used Liberty computers to create a system through which he automatically forwarded Liberty emails and documents received at his liberty.edu email address to a private, personal account.

133. As a result of Lamb's actions, Liberty has been and continues to be significantly damaged and has suffered and continues to suffer severe and irreparable harm.

REQUEST FOR INJUNCTIVE RELIEF

134. Liberty incorporates paragraphs 1 to 133 above as if stated in this section.

135. Unless Lamb is enjoined from further disclosing any Liberty Documents or Confidential Information to third parties, Liberty will be irreparably harmed in the marketplace by having its confidential information improperly, unlawfully and competitively used against it.

136. Lamb will not suffer any harm if he is ordered to return to Liberty property over which he has no claim of ownership.

137. Liberty is likely to prevail on the merits because all Liberty Documents and Confidential Information are undisputedly the sole property of Liberty, and Lamb has wrongfully retained such property.

138. Liberty has no adequate remedy at law for Lamb's misconduct, as money damages are not adequate to compensate for the ongoing harm caused by Lamb's misconduct.

139. Liberty has a clear legal right to the requested relief, and the balance of equities weighs heavily in Liberty's favor.

140. The public interest favors entry of an injunction to protect the legitimate business interests of parties from disgruntled, self-interested former employees.

PRAYER FOR RELIEF

WHEREFORE, for the reasons stated above, Liberty requests that the Court:

- a. Order Lamb to deliver to Liberty all documents or other information, including all privileged, confidential, and/or trade secret information, in Lamb's possession, custody, or control to the undersigned counsel within 24 hours, together with a signed representation that Lamb has returned all such documents and other information and no longer has any such documents other information in his possession, custody, or control;
- b. Order Lamb to preserve all information currently stored on his computers and other electronic storage devices, including any information stored on backup media or on iCloud, Google Drive, or similar electronic storage methods that may relate in any way to the issues raised in Liberty's Counterclaim;
- c. Require Lamb to identify all electronic devices and accounts in his possession, custody, or control that currently contain, previously contained, or from which Lamb has accessed confidential, proprietary, privileged and/or trade secret information belonging to Liberty;

- d. Require Lamb to identify all persons to whom he has disclosed any confidential, proprietary, privileged and/or trade secret information belonging to Liberty;
- e. Require Lamb to comply with his fiduciary obligations to Liberty and his contractual obligations under the Confidentiality Agreement described in and attached to Liberty's Counterclaim, including, without limitation, by requiring Lamb to refrain from using or disclosing any confidential, proprietary, privileged and/or trade secret information belonging to Liberty without Liberty's prior express consent;
- f. Require Lamb to make available for third-party forensic review all electronic devices and accounts in his possession, custody, or control that contain or previously contained Liberty confidential information;
- g. Order disgorgement of all amounts wrongfully attained by Lamb as a result of his misconduct;
- h. Award Liberty the damages identified above;
- i. Award Liberty its attorneys' fees;
- j. Award Liberty punitive damages;
- k. Award Liberty pre- and post-judgment interest; and
- l. Provide any other relief this Court deems just and appropriate.

Liberty demands trial by jury on all issues so triable.

Respectfully submitted,

LIBERTY UNIVERSITY, INC.

/s/ Scott C. Oostdyk
Scott C. Oostdyk (VSB # 28512)
Heidi Siegmund (VSB# 89569)
MCGUIREWOODS LLP
800 East Canal Street

Exhibit A

LIBERTY

UNIVERSITY™

Employee Handbook

of Policies and Procedures

Published by the Office of
Human Resources



LIBERTY

UNIVERSITY.

Human Resources
Green Hall, Room 750
1971 University Blvd
Lynchburg, VA 24515
(434) 592-7330

Liberty University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate, bachelor, master, specialist and doctoral degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Liberty University.

This Handbook is intended as a general guideline on employment and workplace policies and procedures that Liberty University has put in place. It is not intended to set forth either express or implied contractual obligations of Liberty University. Liberty University retains the right to amend, alter, or abolish any or all of these policies as circumstances warrant with or without advance notice to employees, except as required under law.



**EMPLOYEE HANDBOOK
OF
PERSONNEL POLICIES AND PROCEDURES**

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HISTORY OF LIBERTY UNIVERSITY

For more than 45 years, the late Dr. Jerry Falwell and the people of Thomas Road Baptist Church have had a desire to provide young people with a quality Christian education. This vision eventually resulted in the founding of four schools: Liberty Christian Academy (1967), Liberty University (1971), Willmington School of the Bible (1972), and Liberty Baptist Theological Seminary (1973).

First known as Lynchburg Baptist College, Liberty University opened in September 1971 with 154 students using the facilities of Thomas Road Baptist Church as their campus. Liberty has continued to grow until its present enrollment is more than 14,500 residential students with over 95,000 enrolled in online programs.

Dr. Jerry Falwell, founder of Liberty University, also served as its Chancellor until his death on May 15, 2007. Dr. A. Pierre Guillermin, the first Administrator of Lynchburg Christian Academy, served as president of Liberty from 1975-1997, and Dr. John Borek, Jr. served as President from 1997-2004. In May 2004, Dr. Falwell was named Chancellor and President of Liberty University. Jerry Falwell, Jr. has served as President and Chancellor since Dr. Falwell's death in May 2007.

The Thomas Road Bible Institute was started in 1972 to allow students of any educational background (from those without a high school diploma to those holding advanced degrees in other areas) to receive biblical training for practical Christian service. Dr. Harold Willmington was the co-founder of the Institute. The Bible Institute was renamed Liberty Bible Institute, and became part of Liberty University in 1980. It was renamed the Willmington School of the Bible in 2007.

But there still remained a need for graduates of Liberty and other colleges who wanted a post-graduate theological education to prepare to serve in churches and other ministries. To meet this need, Liberty Baptist Theological Seminary (first known as the Lynchburg Baptist Theological Seminary) was established in September 1973 with an initial enrollment of 41 students. In 1985, the Seminary was merged with Liberty University and was renamed Liberty Baptist Theological Seminary in February 2012. In 2015, Liberty Baptist Theological Seminary and the School of Religion merged to form the School of Divinity.

The property on Liberty Mountain was acquired for the University between 1972 and 2013. Marie F. Green Hall (GH), formerly the Ericsson property, was donated in 2004. The campus of Liberty University is located on more than 7,000 total acres in the City of Lynchburg and neighboring Amherst, Bedford, and Campbell counties in Central Virginia. Classroom buildings, dormitories, administrative buildings and athletic facilities occupy approximately 700 acres while the remainder of the 7,000 acres is used for outdoor academic and recreational activities.

In 1985, Liberty Baptist College's name was changed to Liberty University and it was reorganized as a university. The academic departments were also restructured into 16 colleges and schools: Religion (1971) and Seminary (1973), merged to form the School of Divinity (2015), College of Arts and Sciences (1985), Business (1985), Communication & Creative Arts (1985), Education (1985), Law (2002), Helms School of Government (2004), Engineering & Computational Sciences (2007), Aeronautics (2008), College of General Studies (2011), College of Osteopathic Medicine (2012), Health Sciences (2013), Music (2013), Behavioral Sciences (2014), Nursing (2014), and the Center

for Academic Support & Advising Services was renamed the College of Applied Studies & Academic Success (2015).

Founded in 1985, as the School of Lifelong Learning (LUSLL), Liberty University Online offers distance learning programs at both the undergraduate and graduate levels. Initial programs offered were the A.A. in Religion, B.S. in Church Ministries, and the M.A. in Counseling.

Liberty was first accredited as a Level II member institution by the Southern Association of College and Schools Commission on Colleges (SACSCOC) in December 1980. Graduate-level courses leading to master's degrees were first offered by the School of Education (Master of Education) and the School of Religion (Master of Arts) in 1983. With the addition of these programs, Liberty (then LBC) was approved for Level III (master's level) by SACSCOC in 1984. Level IV membership was awarded in 1987.

In 1987, the Seminary offered the University's first doctoral degree, the Doctor of Ministry, which resulted in SACSCOC awarding Liberty University Level V membership in 1993. The School of Education first offered courses leading to the Doctor of Education (Ed.D.) in Fall 1999, followed by the College of Arts and Sciences offering the University's first Ph.D. program in Counseling in Fall 2002. The Seminary implemented the Ph.D. in Theology and Apologetics in Fall 2008. The addition of this last degree increased the number of doctoral degrees offered by Liberty to four, allowing Liberty to be reclassified as a Level VI institution — the highest SACSCOC membership classification.

With the completion of its fourth reaffirmation in 2006, the University is currently accredited through 2016, when the next on-site accreditation review is required.

Liberty University School of Law began offering first year classes leading to the Juris Doctor (J.D.) degree in August 2004. On August 5, 2010, the School of Law was awarded full accreditation by the American Bar Association Council of the Section of Legal Education and Admissions to the Bar.* The College of Osteopathic Medicine received provisional accreditation from the American Osteopathic Association Commission on Osteopathic College Accreditation on May 24, 2013; classes leading to the Doctor of Osteopathic Medicine (D.O.) degree began in Fall 2014.

*American Bar Association, 321 N. Clark Street, Chicago, Illinois 60654-7598, 312-988-5000

PHILOSOPHY OF EDUCATION

Liberty University is a Christian academic community in the tradition of evangelical institutions of higher education. As such, Liberty continues the philosophy of education which first gave rise to the University and which is summarized in the following propositions.

- God, the infinite source of all things, has shown us truth through Scripture, nature, history, and above all, Christ.
- Persons are spiritual, rational, moral, social, and physical, created in the image of God. They are, therefore, able to know and to value themselves and other persons, the universe, and God.
- Education as the process of teaching and learning, involves the whole person, by developing the knowledge, values, and skills which enable each individual to change freely. Thus it occurs most effectively when both instructor and student are properly related to God and each other through Christ.

STATEMENT OF MISSION AND PURPOSE

Maintaining the vision of its founder, Dr. Jerry Falwell, Liberty University develops Christ-centered men and women with the values, knowledge, and skills essential to impact the world.

Through its residential and online programs, services, facilities, and collaborations, the University educates men and women who will make important contributions to their workplaces and communities, follow their chosen vocations as callings to glorify God, and fulfill the Great Commission.

Liberty University will:

1. Emphasize excellence in teaching and learning.
 2. Foster university-level competencies in communication, critical thinking, information literacy, and mathematics in all undergraduate programs.
 3. Ensure competency in scholarship, research, and professional communication in all graduate programs and undergraduate programs where appropriate.
 4. Promote the synthesis of academic knowledge and Christian worldview in order that there might be a maturing of spiritual, intellectual, social and physical value-driven behavior.
 5. Enable students to engage in a major field of study in career-focused disciplines built on a solid foundation in the liberal arts.
 6. Promote an understanding of the Western tradition and the diverse elements of American cultural history, especially the importance of the individual in maintaining democratic and free market processes.
 7. Contribute to a knowledge and understanding of other cultures and of international events.
 8. Encourage a commitment to the Christian life, one of personal integrity, sensitivity to the needs of others, social responsibility and active communication of the Christian faith, and, as it is lived out, a life that leads people to Jesus Christ as the Lord of the universe and their own personal Savior.
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Approved by the Liberty University Board of Trustees, March 7, 2014

STATEMENT OF DOCTRINE

We affirm our belief in one God, infinite Spirit, Creator, and Sustainer of all things, who exists eternally in three persons, God the Father, God the Son, and God the Holy Spirit. These three are one in essence but distinct in person and function.

We affirm that the Father is the first person of the Trinity and the source of all that God is and does. From Him the Son is eternally generated and from Them the Spirit eternally proceeds. He is the Designer of creation, the Speaker of revelation, the Author of redemption, and the Sovereign of history.

We affirm that the Lord Jesus Christ is the second person of the Trinity. Eternally begotten from the Father, He is God. He was conceived by the virgin Mary through a miracle of the Holy Spirit. He lives forever as perfect God and perfect man: two distinct natures inseparably united in one person.

We affirm that the Holy Spirit is the third person of the Trinity, proceeding from the Father and the Son and equal in deity. He is the giver of all life, active in the creating and ordering of the universe; He is the agent of inspiration and the new birth; He restrains sin and Satan; and He indwells and sanctifies all believers.

We affirm that all things were created by God. Angels were created as ministering agents, though some, under the leadership of Satan, fell from their sinless state to become agents of evil. The universe was created in six historical days and is continuously sustained by God; thus it both reflects His glory and reveals His truth. Human beings were directly created, not evolved, in the very image of God. As reasoning moral agents, they are responsible under God for understanding and governing themselves and the world.

We affirm that the Bible, both Old and New Testaments, though written by men, was supernaturally inspired by God so that all its words are the written true revelation of God; it is therefore inerrant in the originals and authoritative in all matters. It is to be understood by all through the illumination of the Holy Spirit, its meaning determined by the historical, grammatical, and literary use of the author's language, comparing Scripture with Scripture.

We affirm that Adam, the first man, willfully disobeyed God, bringing sin and death into the world. As a result, all persons are sinners from conception, which is evidenced, in their willful acts of sin; and they are therefore subject to eternal punishment, under the just condemnation of a holy God.

We affirm that Jesus Christ offered Himself as a sacrifice by the appointment of the Father. He fulfilled the demands of God by His obedient life, died on the cross in full substitution and payment for the sins of all, was buried, and on the third day He arose physically and bodily from the dead. He ascended into heaven where He now intercedes for all believers.

We affirm that each person can be saved only through the work of Jesus Christ, through repentance of sin and by faith alone in Him as Savior. The believer is declared righteous, born again by the Holy Spirit, turned from sin, and assured of Heaven.

We affirm that the Holy Spirit indwells all who are born again, conforming them to the likeness of Jesus Christ. This is a process completed only in Heaven. Every believer is responsible to live in obedience to the Word of God in separation from sin.

We affirm that a church is a local assembly of baptized believers, under the discipline of the Word of God and the lordship of Christ, organized to carry out the commission to evangelize, to teach, and to administer the ordinances of believer's baptism and the Lord's table. Its offices are pastors and deacons, and it is self-governing. It functions through the ministries of gifts given by the Holy Spirit to each believer.

We affirm that the return of Christ for all believers is imminent. It will be followed by seven years of great tribulation, and then the coming of Christ to establish His earthly kingdom for a thousand years. The unsaved will then be raised and judged according to their works and separated forever from God in hell. The saved, having been raised, will live forever in heaven in fellowship with God.

Section 1: INTRODUCTION

1.1 INTRODUCTION TO THE EMPLOYEE HANDBOOK

This Handbook is intended as a general guideline on employment and workplace policies and procedures that Liberty University has put in place. It is not intended to set forth either express or implied contractual obligations of Liberty University. Liberty University retains the right to amend, alter, or abolish any or all of these policies as circumstances warrant with or without advance notice to employees, except as required under law.

Liberty University (Liberty) shall be referred to as “the University” for all reference purposes in this Handbook.

No representative or agent of the University has the authority to enter into an agreement with an employee that is contrary to the foregoing. Only the President or his authorized designee, has authority to modify the at-will nature of employment or to modify any policy contained herein. Any such modification to the at-will status must be in writing as an express amendment or exception to the at-will policy and signed by the President or his authorized designee in order to be enforceable.

Every attempt has been made to address questions regarding the University’s policies; however, if further assistance is necessary, questions should be referred to the appropriate supervisor and/or Human Resources.

This Handbook should be used in conjunction with any Standard Operational Procedures specific to departmental requirements and safety regulations, current individual job descriptions specific to an employee’s job duties and responsibilities, and any other written policies and procedures as outlined residing on employee website.

This Handbook is intended for use by all Liberty University employees including faculty, staff, and student workers. Faculty employees should refer to their respective handbooks for information specific to processes and procedures as outlined for their positions. General employment policies outlined in this Handbook will be used in conjunction with all other School/Departmental-specific handbooks. If employment policy language in any of these ancillary handbooks conflicts with the employment policy language in this Handbook, the policy in this handbook will be considered to be the most current and applicable policy.

Adherence to the policies set forth herein is a condition of continued employment; however, nothing contained in this Handbook alters the at-will status of Liberty employees, and nothing contained in this Handbook shall constitute a contract or promise of employment, with exception to certain Employment Agreements. Liberty University and employee each remain free to terminate their employment relationship, with or without advance notice for any reason or for no reason at all.

Section 2: EMPLOYMENT POLICIES

2.1 HUMAN RESOURCES OFFICE

The Human Resources Office for the University serves the interests of faculty, staff and student employees of the University.

Human Resources plans, develops, implements and maintains quality programs and services that comply with regional accreditation standards, creating cost effective strategies in the administration and delivery of its programs and services. Human Resources supports the University by continually striving to attract and retain top talent for the University through continual improvement and quality control of hiring practices, performance management, payroll, benefits, cultural enhancement, and individual development opportunities.

Human Resources continually monitors both federal and state law to ensure full compliance while mitigating the risk and liabilities associated with all employment related activities.

2.2 EQUAL EMPLOYMENT OPPORTUNITY

The University is an Equal Opportunity Employer. We believe it is our moral and legal obligation to meet the responsibility of ensuring that all management practices regarding employees are conducted in a nondiscriminatory manner.

In compliance with Title VII of the 1964 Civil Rights Act, and other applicable federal and state statutes, all recruiting, hiring, training, and promoting for all job classifications will be administered without regard to race, color, ancestry, age, sex, national origin, pregnancy or childbirth, disability, military veteran status or other applicable status protected by law, including state of employment protected classes. It is, therefore, our policy and intention to evaluate all employees and prospective employees strictly according to the requirements of the job.

All personnel related activities such as compensation, benefits, transfers, job classification, assignments, working conditions, educational assistance, terminations, layoffs, and return from layoffs, and all other terms, conditions and privileges of employment will be administered without regard to race, color, ancestry, age, sex, national origin, pregnancy or childbirth, disability, military veteran status or other applicable status protected by law, including all applicable state of employment protected classes.

The University is a Christian religious-affiliated organization; and as such, is not subject to religious discrimination requirements. The University's hiring practices and EEO discrimination practices are in full compliance with both federal and state law. Federal law creates an exception to the "religion" component of the employment discrimination laws for religious organizations (including educational institutions), and permits them to give employment practice preference to members of their own religious beliefs.

2.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

Any individual with a disability as defined by the Americans with Disabilities Act (ADA) as amended, who meets a job's skill, experience, education, and other related requirements and who can perform the essential functions of the job, whether with or without reasonable accommodation, will be considered without regard to their disability for all recruiting, hiring, training, and promoting, and all personnel related activities such as compensation, benefits, transfers, educational assistance, layoffs, and return from layoffs.

The University will make reasonable efforts to accommodate individuals with disabilities, as long as the accommodations do not present an undue hardship on the operation of the specific department or the University at large. For additional information on ADA, contact the Human Resources Office.

How to request an accommodation:

Employees who believe they may qualify for an accommodation due to disability or handicap, may make a request for accommodation by contacting Steve Foster, Director of Employee Relations, in the Human Resources Office at smfoster@liberty.edu or by calling 434-592-3345.

2.4 PROOF OF CITIZENSHIP/IMMIGRATION LAW COMPLIANCE

The Immigration Reform and Control Act (IRCA) of 1986 requires the University to determine an applicant's identity and employability at the time of employment. Each employee must complete the Employment Eligibility and Verification Form (Form I-9) verifying his or her status of citizenship or legal eligibility to work in the U.S. and furnish documents to establish identity and employability on his or her first day of employment with the University.

Employees having questions or seeking more information on immigration law issues or processes and procedures relative to Visas or Visa renewals, are encouraged to contact Human Resources.

2.5 EMPLOYMENT CATEGORIES/CLASSIFICATIONS

It is the intent of the University to clarify the definitions of employment classifications so employees will understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

For purposes of salary administration and eligibility for overtime payments and employee benefits, the University classifies its employees and other workers as follows:

12-MONTH BENEFITED FULL-TIME EMPLOYEES. Employees hired to work the University's normal, full-time, 40-hour workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Generally, they are eligible for the University's most current benefit package, subject to the terms, conditions, and limitations of each benefit program. The last two digits of the department number located on the employee's check will determine classification. For a benefited full-time regular employee the classification will be either "B" or "S".

PART-TIME REGULAR EMPLOYEES. Employees hired to work fewer than 40 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. While they do receive all legally mandated benefits (such as Social Security, workers' compensation insurance; and medical and dental insurance so long as they average 30 hours per week; and are eligible for the 403(b) retirement plan so long as they average 20 hours per week), they are ineligible for the University's other benefit programs, including vacation and sick leave. The last two digits of the department number located on the employee's check will determine classification. For a part-time regular employee the classification will be either "N" or "P".

TEMPORARY EMPLOYEES. Employees engaged to work full time or part time on the University's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Although temporary employees receive all legally mandated benefits, they are ineligible for other University benefit programs. Such employees may be "exempt" or non-exempt as defined below. The last two digits of the department number located on the employee's check will determine classification. For a temporary employee the classification will be either "N" or "P".

Note: Temporary staff contracted from employment agencies for specific assignments are employees of the respective agency and are not considered employees of the University. Qualified Independent Contractors are not considered employees of the University.

All employees, regardless of employment category/classification, temporary staff contracted from employment agencies, and independent contractors of the University are expected to abide by policies outlined by the Handbook, and will be required to sign an agreement stating such.

All employees are classified as either exempt or non-exempt under the provisions of the Federal Wage-Hour Law, Fair Labor Standards Act.

EXEMPT EMPLOYEES. Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Employees qualifying as exempt may be required to work beyond the forty hours in a workweek, and are expected to work the time necessary to satisfactorily complete the responsibilities of the position.

To be classified as an exempt employee, the salary, nature of work and duties must meet the specifications for one of the following categories:

- Executive (Managerial)
- Administrative (Technical)
- Outside Sales or Marketing
- Professional
- Highly Skilled Computer-related Occupation

NONEXEMPT EMPLOYEES. Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all actual hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.

Employees will be informed of their initial employment classification and of their status as an exempt or nonexempt employee during the orientation session. If an employee changes positions during employment as a result of a promotion, transfer, or otherwise, the employee will be informed by the Human Resources Office of any change in exemption status.

Please direct any questions regarding your employment classification or exemption status to the Human Resources Office.

2.6 CONFLICTS OF INTEREST and UNIVERSITY ETHICS

Employment by the University carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the University.

The University recognizes and respects the individual employee's right to engage in activities outside of his or her employment that are private in nature and do not in any way conflict with, or reflect poorly on the University or interfere with the employee's ability to fully perform his or her employment duties. Management reserves the right, however, to determine when an employee's activities represent a conflict with the University's interests and to take whatever action is necessary to resolve the situation.

It is not possible in a general policy statement of this sort to define all the various circumstances and relationships that would be considered "unethical." The list below suggests some examples of the types of policies that employees are expected to abide by:

- All employees are expected to refrain from any actions or activities that impair, or appear to impair, objectivity in the performance of their duties for the University.
- All business activities must be conducted in full compliance with both the letter and the spirit of all applicable laws and safety regulations. Each employee is expected to serve the University with good judgment, discretion, and in the best interests of the University.
- It is a violation of University policy for an employee, or anyone acting on behalf of any employee, to ask for, accept or agree to accept anything of value for their personal gain, or the personal gain for another, or to accept or agree to accept, or pay or agree to pay any money, service or other valuable consideration in exchange for any University business-related favor, advantage or benefit.
- Employees are not permitted to accept any simultaneous employment relationship with another organization without prior notification to their supervisor and/or department head; including serving as an advisor or consultant to any educational organization, unless that activity is conducted as a representative of the University and/or approved by management.
- University policy does not encourage the receipt of gifts by employees for their personal gain (or personal gain of those related to or associated with the employee) from persons, firms or companies that do or seek to do business with the University, unless specifically authorized by Executive Management. The acceptance of cash or its equivalent in any amount is absolutely prohibited. Business meals or gifts of a token value may be accepted or retained if the circumstances indicate that refusing the gift would be inconsistent with the University's best business interests.
- No employee may offer or agree to offer to any person or company, with which the University does business or seeks to do business, or to their agent, any valuable consideration intended or likely to inappropriately influence the recipient's impartiality in serving the interests he or she represents without approval of Executive Management.
- Rumors, gossip, or disclosure of inappropriate or confidential information to the public is strictly prohibited. The spreading of rumors, gossip, derogatory opinions, or inappropriate and confidential information regarding other employees, supervisors, management or the Board,

whether such discussions are internal or external, will not be tolerated by the University. All employees are expected to refrain from participating in any such activity either as an instigator or as an audience of such discussions.

- The University is committed to maintaining the highest standards of quality, honesty and integrity in its business dealings. All employees are required to use their best efforts to ensure that no false, misleading, or deceptive information is disseminated.
- No employee of the University may misuse confidential or proprietary information or reveal confidential or proprietary information to any outside source.
- While representing the University and/or while wearing identifying logos, employees are expected to conduct themselves in a professional manner representing a positive University image, whether during business hours or while on personal time.

As a general guideline to the professional and business ethics, an employee should ask the following questions:

- *Is the action legal, does it meet full disclosure standards of the University's mission?*
- *Does the action enhance the University's reputation with the public, academic community, students/ customers, vendors or other employees?*
- *Does the action comply with University policies and procedures?*
- *Does the action compromise personal ethics?*
- *How would the action look in the newspaper or on television?*

Should an employee have any doubts or concerns regarding a particular action, he or she should seek advice from management and/or contact Human Resources with any questions.

Any employee who, during the course of employment, believes that he or she has been compromised in any way regarding any action that could be construed as illegal or unethical; or if they are aware of another's actions that violate this code, they should bring it to the attention of Executive Management immediately. There can be no exceptions of responsibility in observing the University's policy on business ethics, nor can an employee justify an illegal or improper act by claiming it was ordered or authorized by a supervisor or co-worker when the employee knew or "should have reasonably known" the action to be questionable. Refer to the Whistleblower Policy.

No employee will be retaliated against in any way for bringing a good faith report of suspected questionable action to the attention of management, nor will they suffer any adverse consequence for participating in such an investigation.

2.7 NON-DISCLOSURE, PROPRIETARY AND CONFIDENTIAL INFORMATION

The University has developed certain proprietary products and processes that are unique to the University. Any and all materials and information (“Confidential Information”) provided by the University, any related subsidiaries, its employees or agents during the course of an employee’s employment by the University and thereafter shall remain the property of the University; including, without limitation, all patents, copyrights, registered processes, specifications, operating manuals, student or similar lists; written policies, procedures, guidelines, protocols, and forms; University products, processes and services; any and all financial information; as well as any and all programs and software that contain such material and information. Employee agrees to hold the Confidential Information in strict confidence and shall not disclose it to others, whether during the term of employment by the University or thereafter.

Employee agrees to hold confidential any third-party information including employees, vendors, and student/customer information obtained in the course of conducting services and business for the student/customer and shall not disclose it to others, whether during the term of employment by the University or thereafter. Standards and Procedures as they relate to specific work areas or departments may be outlined under separate guidelines relating to an employee’s specific duties and the manner in which they deal with the public and confidential information. All employees should be familiar with these specific guidelines and abide by any additional directives therein.

Employee shall not remove, copy or otherwise reproduce any documents, notebooks, computer programs, records, e-mails or similar repositories containing or referring to any Confidential Information, whether during the term hereof or thereafter, without the prior written consent of the University. Upon termination of employment, the employee shall return all such Confidential Information to the University.

Work for Hire - All works created by the employee in the scope of his or her employment will remain the property of the University should the employee leave for any reason. Disclosure of information obtained in the course of an employee’s employment with the University and that is generally unknown to the public, that may negatively impact the University or its Officers, Board or other employees is considered Confidential Information. Disclosure of this information is strictly prohibited.

The University strictly enforces the Proprietary and Non-Disclosure policy. Any unauthorized use or disclosure of stated confidential information will result in disciplinary action, up to and including termination. The University reserves the right to take additional actions based on any breach of this policy as allowable under law.

2.8 HIRING OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. The University reserves the right to make all decisions regarding the hiring of relatives and all reporting lines at its sole discretion on a case by case basis.

Typically, relatives of persons currently employed by the University may be hired only if they will not be working directly for or supervising a relative. University employees cannot be transferred into such a reporting relationship. Executive Management will make the determination, at its sole discretion, of the hire and/or position approval and related reporting relationship.

If the relative relationship is established after employment, the individuals concerned will be allowed to decide who will continue in his or her current position. The other employee may seek transfer out of the unit or department or make application for another open position; however, no position is guaranteed.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

2.9 EMPLOYMENT APPLICATIONS

The University relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the University's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

2.10 EMPLOYEE ORIENTATION

The University has developed a comprehensive orientation program for all new full-time, benefited employees. The New Hire Employee Orientation will take place on the first working day of the month and the 16th of the month or closest working day thereafter, if the 16th of the month falls on a holiday or weekend.

The purpose of the employee orientation is to introduce new employees to the University Mission and purpose, and familiarize them with the culture at Liberty. Additional information on employment policy, performance expectations and other important administrative processes is reviewed as well. These include:

- Discussion on the Employee Handbook, highlighting guidelines on employee policy
- Administrative information such as pay periods, parking, wellness, ID cards
- Accessing web based information on areas such as viewing pay checks
- Overview of employee benefits
- Completion of I-9, tax documents and other forms

Employees are encouraged to contact Human Resource for any questions they may have regarding any of the areas addressed in the initial employee orientation or who feel they need refreshing on any related area.

Section 3: STANDARDS OF PERFORMANCE

3.1 EMPLOYEE CONDUCT

Our commitment to those we serve requires that all employees of the University abide by certain standards and policies. The University expects all employees to perform their duties competently, responsibly and professionally. In addition, the University expects all employees to be reliable and conscientious in their relationships with customers/students, management, co-workers, vendors, and the public. These policies have been established to promote harmonious, efficient working practices. Failure to observe any established rules and practices may lead to disciplinary action, up to and including immediate termination, whether noted in this handbook or not.

The University's normal performance management practice is to help the employee identify problems, and provide guidance for improving performance and behavior should performance issues arise. The specific disciplinary action will normally be based on an assessment of the offense, the circumstances, and previous record.

While there are no guarantees, typically employees will receive verbal and/or written notice from their supervisor or department head of those infractions and performance issues the University considers correctible in order to provide the employee with the opportunity to take corrective measures. However, the University reserves the right to take whatever disciplinary measures it feels are appropriate, including immediate termination; if in the judgment of management the employee's conduct and/or performance cannot be corrected or seriously threatens the wellbeing of the University, its Mission, or other employees or students.

The primary purpose of the disciplinary system is to correct improper behavior and/or performance. Examples of offenses for which an employee will be disciplined include, but are not limited to:

- Unsatisfactory performance
- Unlawful harassment
- Involvement with rumors, gossip, or inappropriate information (including social media) which inhibits the smooth functioning of the University or creates a poor image of the University
- Excessive absence or lateness
- Sleeping on the job during working hours
- Deliberate threats of violence or injury to another person
- Theft of University property or that of other employees or students/customers (this includes any unapproved removal of University items considered as "scrap and waste")
- Drug or alcohol use on the job
- Neglect, misuse, or willful destruction of University property
- Conduct which disrupts business activities or actions detrimental to the University
- Insubordination – the refusal by an employee to follow management's instructions concerning a job-related matter
- Confrontation with management, coworkers, or in the presence of students or use of abusive language
- Excessive personal use of the telephone or other University property

- Violating a confidence, unauthorized release of confidential information
- Possession of an unapproved weapon on University property or work sites during work hours
- Participation in any form of illegal gambling on University property, work sites or during work hours
- Falsifying any University record or report such as an application for employment, expense report, financial reports, time records, or shipping or receiving records
- Certain felony or misdemeanor charges and/or convictions that affect an employee's ability to perform his or her duties, or could constitute negligence in regard to the University's duty to the public, other employees, or students
- Violation of any University policy, safety or health standard
- Smoking, including vapor cigarette devices, is prohibited on University property

These examples are not intended to be all-inclusive and are illustrative only.

All employees of the University are expected to conduct themselves in matters of language and morality in a manner compatible with the Mission of the University and *The Liberty Way*. Unsuitable conduct may be grounds for disciplinary action, up to and including termination.

3.2 QUALITY OF WORK

All employees' work must consistently demonstrate high quality, accuracy and thoroughness in accordance with standards set forth by management. Failure to maintain good work quality or an appropriate level of work quantity may result in disciplinary action up to and including immediate termination.

In addition to performance that can be measured in terms of quantity and quality of work or output, satisfactory performance also includes all other overall aspects of work habits such as dependability in completing work assignments, presence and punctuality at work, attitude toward other employees, supervisors, and customers/students, representing the University in a positive manner, following all University policies and cooperation in the team effort of completing a job.

Likewise, if performance, work habits, overall attitude, conduct or demeanor become unsatisfactory, the employee will be subject to disciplinary action, up to and including immediate termination.

3.3 DRUG AND ALCOHOL USE

The welfare and success of the University depends on the physical and psychological health of all its employees. The abuse of drugs and alcohol poses a serious threat to both the University, its students and other employees. The University is committed to providing a drug-free, healthy, safe and efficient workplace for its employees. For that purpose, the University has adopted these policies:

- The unlawful manufacture, sale, purchase, transfer, dispensation, distribution, possession and use of any controlled substance (including alcohol) while on University business either at the office - or on the premises of any of its property or while operating a University vehicle/equipment, or while representing the University is prohibited and will constitute grounds for termination.
- Reporting to work under the influence of any illegal substance or alcohol will be subject to discipline, up to and including termination.
- Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law (and that has been prescribed by a physician for the employee's medical use), to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication prescribed by a physician for their personal medical use that can legally be prescribed under both federal and state law should inform their supervisor if they believe the medication will impair their job performance, safety or the safety of others. The University, retains the right to determine if an employee's performance has been seriously impaired or affects the workplace adversely.

Employees are directed to notify Human Resources immediately of any criminal charge for a drug related (including alcohol) activity occurring in the workplace, while on University business, or at any other time. Failure to inform the University of any criminal charge (including criminal charges other than drug-related or alcohol-related charges) may lead to disciplinary action, up to and including termination of employment.

Based on the Mission and reputation of the University, any employee who is charged with a felony may be placed on administrative leave without pay, and may be terminated based on conviction of such charges or receipt of other evidence that the University, in its discretion deems sufficient. Employees are required to notify their supervisor/department head and Human Resources in the event they receive a DUI traffic violation charge. The report must be made the next working day after receiving such charge prior to beginning work.

Drug and Alcohol Testing

The University does not conduct pre-employment or random drug testing with the exception of certain designated positions as required under law in the Transit and Transportation Departments as well as certain positions requiring Commercial Drivers Licenses (CDL). The University reserves the right to conduct additional drug and alcohol testing in a non-discriminatory manner as prescribed by state and federal law.

Drug and alcohol screening may be required at the discretion of HR in the following events:

Reasonable Cause: An employee who appears to be unfit to perform his or her normal duties may be required to submit to a drug or alcohol test. Reasonable cause will be based on observation sufficient to lead a prudent supervisor and a second member of the University's management to suspect that the employee is not fit for work duty. By way of example, but without limitation, any of the following conditions may comprise reasonable cause:

- Unexplained inability to perform normal job functions.
- Slurred speech.
- Smell of alcohol on breath.
- Any unusual lack of physical coordination or loss of equilibrium.
- Questionable behavior.

Any supervisor believing that there is reasonable cause to require an employee to submit to a drug or alcohol test shall immediately notify HR who will request a second member of management to observe the employee's behavior. If it is determined that reasonable cause exists, the following procedures shall be promptly followed:

- The supervisor will advise the employee of the determination to request a drug test and will arrange to have the employee transported to the University's designated Employee Medical Services to conduct the necessary testing.
- If the employee refuses to be tested, the supervisor will remind the employee that he or she is required to submit to testing under University policy, and that refusal to do so constitutes insubordination. If the employee still refuses, he or she will not be forced to have a test administered, but will immediately be suspended from duty and will either be asked to leave the premises or transported home (based on circumstances) pending review and possible termination.
- The supervisor will document in writing the facts constituting reasonable cause that the employee is under the influence of alcohol or drugs. This documentation will be signed by the Supervisor and a second observer.

Post-Accident Testing: Any employee involved in a work-related accident (such as damage done by the operation of any motor vehicle) may be required to submit to a drug or alcohol test. The testing procedure will be handled as outlined above. In the event of serious injury, prudent judgment must be used by the supervisor as to when the drug or alcohol test is administered.

The University reserves the unqualified right, in its sole discretion, to require any employee whose job performance is impaired because of the use of alcohol or any drug, including prescribed or over-the-counter drugs (whether used at work or otherwise) to be sent home. It may also be grounds for discipline, up to and including termination.

The Liberty University Drug and Alcohol Use Policy can also be found in the Liberty University Handbook, which resides on the University's website as well as on the HR site for quick reference.

3.4 HARASSMENT AND DISCRIMINATION AVOIDANCE

Unlawful harassment of any kind, including sexual harassment, will not be tolerated by the University. The accepted definition of sexual harassment as set forth in the Equal Employment Opportunity guidelines is as follows:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, as a term or condition of an individual’s employment,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.”

It is the intent of the University to provide employees with a positive working environment based on trust and mutual respect. Sexual harassment or any other conduct of an intimidating or personally offensive nature is strictly forbidden and will not be tolerated. This policy extends protection in the workplace from prohibited harassment perpetrated by University employees, employees of vendors providing services to the University and/or other persons affiliated with the University in a business relationship.

In addition, the University forbids harassment and discriminatory intimidation whether based on race, color, ancestry, age, pregnancy or childbirth, sex, national origin, disability, military veteran status or other status protected by law, including state employment protected status.

Should harassment or discrimination occur, the University will conduct a prompt and appropriate investigation and take disciplinary action against the harasser(s), up to and including termination.

Any employee who feels he or she has been harassed or has been discriminated against, or is aware of another employee who has been harassed or has been discriminated against, should immediately contact Steve Foster, Director of Employee Relations at (434) 592-3345 or email smfoster@liberty.edu. If for any reason you are not comfortable contacting Mr. Foster, please contact the Executive Vice President of Human Resources, Laura Wallace. Supervisors and department heads are required by University policy to notify HR immediately of any discussions involving possible harassment or discrimination; however, this does not eliminate the requirement for the employee to notify HR directly as well.

Due to the sensitivity of complaints regarding violations of University policies such as harassment and discrimination, all complaints will be handled as confidentially as possible. An investigation will be conducted promptly - initiated and investigated by HR. At the University’s discretion, the investigation may be assisted by legal counsel.

In determining whether the alleged conduct constitutes prohibited harassment or discrimination in violation of University policy, the nature of the harassment, the totality of the circumstances and

the context in which the alleged incident(s) occurred will be investigated. Appropriate actions will be taken against any perpetrator deemed to be in violation of University policy, up to and including termination.

No employee will suffer retaliation or adverse employment action for any act of the employee to provide information, cause information to be provided, or otherwise assist in an investigation concerning harassment or discrimination.

3.5 SEXUAL HARASSMENT, SEXUAL AND RELATIONSHIP VIOLENCE PREVENTION: PROCEDURES FOR REPORTING UNDER TITLE IX

1. Policy Summary

Title IX prohibits sex discrimination on the basis of sex in federally funded education programs and activities. Sex discrimination includes sexual harassment, and sexual and relationship violence. Liberty University is committed to providing and maintaining a healthy learning and working environment for all students, staff, and faculty members. In accordance with Liberty's Christian values and its role as an educational institution, the university condemns any form of sexual harassment and sexual or relationship violence. This policy details the ways in which the university promptly and effectively responds to reports of sexual harassment and sexual and relationship violence. The policy also outlines the university's commitment to prevention programming and training regarding sexual harassment and sexual and relationship violence.

2. Policy

Liberty University strictly prohibits sexual harassment, sexual and relationship violence and threats of sexual and relationship violence, which includes all of the specific crimes and behaviors detailed below. Liberty is committed to offering a secure and supportive environment for individuals who report incidents of sexual and relationship violence to receive resources and consider all available options.

Reports of sexual and relationship violence should be made to Liberty University Police Department:

- **LUPD Emergency (434) 592-3911**
- **LUPD Non-emergency (434) 592-7641**

Definition of Sexual & Relationship Violence

Sexual and relationship violence means the following crimes and behaviors:

Sex Offense (including Sexual Assault). Sex Offense means any sexual act directed against another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent. Sexual Offenses include, but are not limited to, rape, forcible sodomy, sexual assault with an object, fondling or kissing without consent, incest, statutory rape, the threat of sexual assault, sexual abuse, or any unwanted physical contact of a sexual nature, that occurs without consent by all the individuals involved. Many sex offenses are also sometimes collectively referred to as sexual assault.

Sexual Misconduct. Sexual Misconduct means taking sexual advantage of another person for the benefit of oneself or a third party when consent is not present. This includes, but is not limited to, sexual voyeurism or permitting others to witness or observe the sexual or intimate activity of another person; indecent or lewd exposure; recording any person engaged in sexual or intimate activity in a private space; distributing sexual or intimate information, images or recordings about

another person; or inducing incapacitation in another person with the intent to engage in sexual conduct, regardless of whether prohibited sexual conduct actually occurs.

Domestic Violence. Domestic Violence means violence committed by a family or household member. A family or household member includes parents and children, current or former spouses, a person with whom the victim shares a child in common, a person who is cohabitating with or has cohabitated with the victim, and others as defined by Virginia law. Domestic violence can be a single event or a pattern of behavior.

Dating Violence. Dating Violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim (i.e. a relationship which is characterized by the expectation of affection or sexual involvement between the parties); and where the existence of such a relationship shall be determined based on a consideration of factors such as the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating Violence can be a single event or a pattern of behavior.

Stalking. Stalking means a course of conduct (i.e. two or more acts) directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or to suffer substantial emotional distress.

Sexual and relationship violence can occur in many different ways, including through physical force, intimidation, manipulation, and coercion. This may include the voluntary or involuntary use of drugs and/or alcohol that renders an individual unable to give consent. Sexual and relationship violence can occur within personal relationships, including those that are intimate, professional, familial, or friendly. In fact, sexual violence involving strangers constitutes only a small percentage of cases. There is nothing a person can do to deserve or provoke sexual or relationship violence.

An Important Note on Consent

Consent cannot be obtained from individuals who are asleep or who have a temporary or permanent mental or physical incapacity, including as a result of drug or alcohol use, or because of age. Consent is an affirmative act, not a lack of action. Lack of resistance or submission as the result of force, coercion, duress, or threat thereof does not constitute consent. The absence of "no" or "stop" should never be interpreted as implicit consent, if consent is otherwise unclear. Resistance is not required to demonstrate lack of consent.

Sexual Harassment is described in Liberty University's Harassment and Discrimination Avoidance policy.

Prevention Programming

Liberty University provides a variety of educational programming, including prevention and awareness programming, regarding this policy and sexual and relationship violence generally. At a

minimum, this programming includes (a) primary prevention programming for all incoming students and new employees, and (b) ongoing awareness campaigns for students and employees.

Together, these primary programs and ongoing awareness campaigns, at a minimum, include the following elements:

- (1) Information about the requirements of this policy, including Liberty's prohibition on sexual and relationship violence;
- (2) Information about the definitions of the various aspects of sexual and relationship violence under Virginia law;
- (3) Information about the definition of consent under Virginia law;
- (4) Information about safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene when there is a risk of sexual or relationship violence against another person; and
- (5) Information about risk reduction to recognize warning signs of abusive behavior and how to avoid potential risks.

Responding to Reports of Sexual Harassment & Sexual and Relationship Violence

Reporting

Individuals who have experienced sexual and relationship violence - whether on-campus or off-campus and whether by a member of the Liberty community or not - are strongly encouraged to report the incident. A report serves as a means of documenting the incident and allows for immediate response by the university.

Reports of sexual and relationship violence should be made to Liberty University Police Department:

- **LUPD Emergency (434) 592-3911**
- **LUPD Non-emergency (434) 592-7641**

Individuals may also report sexual harassment or sexual or relationship violence to **Liberty's Director of Employee Relations/Deputy Title IX Coordinator for Human Resources** (if the misconduct is alleged to have been committed by a **faculty or staff member**) or **Liberty's Title IX Office** (if the misconduct is alleged to have been committed by a **student**).

- Director of Employee Relations/Deputy Title IX Coordinator for Human Resources: call (434) 592-3345, email smfoster@liberty.edu, or stop by the Human Resources offices at Green Hall Room 750.
- Title IX Office, call (434) 582-8948, email TitleIX@liberty.edu, or stop by the office in Green Hall, Room 1830.

Liberty takes confidentiality very seriously and takes steps to protect the confidentiality of individuals reporting sexual and relationships violence to the extent possible by law.

Title IX prohibits sex discrimination on the basis of sex in federally funded education programs and activities. Sex discrimination includes sexual harassment, and sexual and relationship violence. Title IX requires that when an individual who is a "responsible employee" learns of sex discrimination, the responsible employee is required to promptly report specific information about the sex discrimination to Liberty's Director of Title IX or other appropriate designees. At Liberty, all Liberty faculty, staff and student employees are responsible employees. The information that a responsible employee must disclose to the Director of Title IX or other appropriate designees includes the name of the person reporting the sex discrimination, the name of the alleged perpetrator (if known), the names of others involved, and any relevant facts that have been provided, such as date, time, and location. If the information reported to the responsible employee suggests that the reporting individual has experienced sexual or relationship violence, the responsible employee must also provide the individual with a Survivor Information Sheet found on the Liberty website.

Under Title IX, Liberty may designate certain individuals as confidential reporting resources, even though these individuals may otherwise be responsible employees. Individuals who have been designated as confidential reporting resources are not usually required to report information about sex discrimination to the Director of Title IX or other appropriate designees. All responsible employees should familiarize themselves with these confidential reporting resources. As soon as an individual appears to be disclosing an issue related to sex discrimination, the responsible employee should inform the individual that the responsible employee has an obligation to report any information shared to the Director of Title IX. If the individual wishes to speak to someone confidentially, the responsible employee should offer to connect the individual with one of these confidential reporting resources or to off-campus resources.

More information about Title IX reporting responsibilities for all Liberty employees and confidential reporting options for Title IX complaints can be found at www.Liberty.edu/TitleIX

Individuals should be aware that a large number of Liberty employees are designated as "campus security authorities" pursuant to the Clery Act. Campus security authorities are required to report information about crimes and incidents of sexual and relationship violence reported to them to LUPD in accordance with that policy. More information about the specific reporting responsibilities of campus security authorities can be found in that policy.

Individuals may report incidents of sexual and relationship violence anonymously to LUPD or to other Liberty offices (i.e. an individual is not required to report their name at the time of the report). Campus security authorities may report information to LUPD without an individual's name. LUPD may create a Jane/John Doe report that does not reveal the individual's identity. Individuals may choose to add their name to a report at any time. However, individuals should be aware that if they wish to make a report to local law enforcement (e.g. the Lynchburg Police Department) or move forward with internal discipline at Liberty, they will need to reveal their name.

In certain cases, Liberty may be required to issue a campus alert in response to a report of sexual or relationship violence. These safety alerts do not reveal the identity of the individuals involved.

At the time an individual makes a report of sexual or relationship violence- whether to LUPD or to another individual or office designated above, including campus security authorities -a variety of information is reviewed with the individual. Specifically, the individual is provided with the following, in writing:

(1) A summary of the information in this policy.

(2) Information about options for - and, if necessary, assistance with- further reporting to LUPD (if the initial report was not made to LUPD) and local law enforcement (e.g., the Lynchburg Police Department), if the individual chooses to do so.

(3) Information about the possibility of moving forward with internal discipline.

(4) Information about the possible sanctions or protective measures that could result from internal discipline.

(5) Information about the importance of preserving evidence - for example, avoiding showering, bathing, changing clothes, washing hands, going to the toilet, or brushing teeth; saving clothing in individual paper bags; and not disturbing anything in the area where the incident occurred.

(6) Information about rights of reporting individuals and institutional responsibilities on orders of protection (sometimes called "restraining orders"), no contact orders, or similar lawful orders issued by criminal, civil, or tribal courts.

(7) Information about getting medical treatment, and other on-campus and community resources, including counseling, health services, mental health services, advocacy, and legal assistance.

(8) Information about options for, and available assistance in, changing academic, living, transportation, and working situations, if requested and if reasonably available, regardless of whether the individual chooses to further report the incident, or otherwise pursue internal discipline.

Pursuant to Virginia law, any report of sexual violence where a reporting party and/or alleged victim is requesting confidentiality will be given to Liberty University's Threat Assessment Team to meet and determine necessary and appropriate disclosures of the information based on the statutory requirements, including but not limited to whether to grant a request for confidentiality.

Determining Policy Violations and Potential Disciplinary Response

All reports of sexual harassment or sexual and relationship violence will be addressed in a prompt, fair, and impartial manner through the existing applicable university policies and processes. This will include making determinations as to whether this policy has been violated and, if so, potentially imposing discipline.

Report that a **staff member or student employee** may have violated this policy:

Because a violation of this policy will most often also be a violation of Liberty University's Policy on Harassment and Discrimination Avoidance, a determination as to a policy violation will be made through the procedures detailed in that policy. A determination as to discipline will be made through the procedures outlined in the Employee Handbook.

Report that a **faculty member** may have violated this policy:

Because a violation of this policy will most often also be a violation of Liberty University's Policy on Harassment and Discrimination Avoidance, a determination as to a policy violation will be made through the procedures detailed in that policy. A determination as to discipline will be made through the due process procedures outlined in the Employee Handbook and, if applicable, the Faculty Handbook.

Report that a **student** may have violated this policy:

A determination as to a policy violation and a determination as to sanctions will be addressed through the procedures outlined in the Student Code of Conduct.

To the extent not already addressed in the above policies and procedures, the process for determining whether a violation of this policy has occurred and for imposing internal discipline involving instances of sexual and relationship violence pursuant to this policy include the following procedural aspects:

(1) All determinations about whether an individual has engaged in a policy violation are determined based on the standard of whether it is more likely than not that the alleged violation(s) has/have occurred.

(2) Both the reporting individual and the referred student or employee have the opportunity to have an advisor of his/her choice (including legal counsel) accompany them to any meeting (including hearings) related to making a determination as to whether a policy violation has occurred, or to imposing discipline related to that policy violation. Any individual intending to have an advisor accompany him/her to a meeting must notify the individual managing the process no later than two business days prior to the meeting (unless a shorter timeframe is deemed feasible by the individual managing the process). The role of the advisor is to act as a support for the student or employee. The advisor does not have a speaking or otherwise active role to play in the process. The university reserves the right to require that any individual select a different advisor if the individual's choice of advisor raises fundamental fairness issues (e.g. there is a conflict of interest with the individual's selected advisor, etc.).

(3) The reporting individual and the referred student or employee are simultaneously informed in writing of the outcomes that result from the process, including interim results.

(4) The reporting individual and the referred student or employee are simultaneously informed in writing of the possibilities for appealing the decision, if any.

(5) The reporting individual and the referred student or employee are simultaneously informed in writing as to any changes in the outcomes from the process.

(6) The reporting individual and the referred student or employee are simultaneously informed in writing when the outcomes from the process are final. Individuals who are charged with implementing investigative and disciplinary processes related to sexual and relationship violence receive annual training on issues related to sexual and relationship violence, and on how to conduct a process that protects safety and promotes accountability.

3. Procedures

Director of Title IX & Reporting

As required by Title IX, when the University receives a complaint of sex discrimination, including sexual or relationship violence, it will respond to the complaint in a prompt and equitable manner. Every complaint is based on its own facts and circumstances, which can impact the course of the University's response. Liberty University prohibits retaliation against anyone for raising complaints under Title IX.

The Director of Title IX for Liberty University is located in the Office of the Dean of Students and Vice President of Student Affairs. As appropriate, the Title IX Coordinator works with other offices to address Title IX complaints and other Title IX compliance issues. These offices include Student Affairs, Academic Affairs, Human Resources, Athletics and the Office of the General Counsel.

The Director of Employee Relations/Deputy Title IX Coordinator for Human Resources is the primary reporting source if the misconduct is alleged to have been committed by a faculty or staff member: call (434) 592-3345, email smfoster@liberty.edu, or stop by the Human Resources offices at Green Hall Room 750.

The Director of Title IX's Offices are located in Green Hall, Room 1830. Please call ((434) 582-8948) or email (TitleIX@liberty.edu) to schedule a meeting. Walk-ins are welcome.

Prevention Programming

The Human Resources and Title IX offices are responsible for coordinating the primary and ongoing prevention programming described above.

Off-Campus Resources

Additionally, Liberty University has compiled a list of select off-campus resources for individuals who have experienced sexual or relationship violence.

***YWCA - Sexual Assault Response Program: 434-947-7422
24 Hour Confidential Hotline: 888-947-7273***

3.6 WHISTLEBLOWER

All employees are required to conduct the business of the University in an ethical and honest manner, following all state and federal laws, maintaining compliance with all academic regulatory requirements, and adhering to all University policies. However, if an employee suspects an infraction of this policy has been committed, the employee should notify management immediately.

A whistleblower is defined by this policy as an employee of the University who reports an activity that he or she considered to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

If an employee has knowledge of or suspects an illegal, fraudulent, or dishonest activity, the employee should immediately contact the Executive Vice President, HR at (434) 592-7330. All reports of illegal and dishonest activities will be promptly investigated and appropriate corrective actions will be taken.

Allegations regarding fraudulent or unlawful activity, falsification of any time/payroll record, and any other activity that is in violation of any University policy should be reported immediately. Reports should be in writing or orally, should be factual and contain as much specific information as possible and include, at a minimum, the names of the parties involved, the location of the incident(s) and the nature of the suspected wrongdoing or unlawful activity. All matters reported to HR will be kept confidential and anonymous, to the extent possible and allowable under the law.

No employee will suffer retaliation or adverse employment action for providing information, causing information to be provided, or otherwise assisting in an investigation concerning unlawful and dishonest activity or violation of University policy.

A Financial Reporting Complaint and Whistleblower Protection Policy regarding improper accounting, improper financial reporting or internal fraud that impacts the financial reporting function has been put in place as approved by the Board of Trustees. This policy is further defined as concerns over questionable accounts or auditing matters, violations of any rule or regulation, or any provision of Federal and State law relating to fraud or non-compliance.

If an employee is aware of any such improper financial activities, he or she should provide a written report to the Chairperson, Executive Committee of the Board of Trustees immediately. An investigation will be conducted immediately and corrective action taken as appropriate. All matters reported to the Executive Committee will be kept confidential and anonymous, to the extent possible and allowable under law.

No employee will suffer retaliation or adverse employment action for any lawful act of the employee to provide information, cause information to be provided, or otherwise assist in an investigation concerning (1) questionable or improper accounting or auditing matters that are reported to the Executive Committee; or (2) any conduct which the employee reasonably believes constitutes a violation of the Federal statutes governing mail fraud (18 USC 1341), wire fraud (18 USC 1343) or bank fraud (18 USC 13244).

3.7 WORKPLACE VIOLENCE PREVENTION

The University is committed to preventing workplace violence, and has adopted the following guidelines to deal with intimidation, harassment or threats of (or actual) violence.

All persons—vendors and employees —should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, a customer/student or a member of the public at any time, including off-duty periods, will not be tolerated.

All threats of violence or acts of violence, both direct and indirect, are to be reported as soon as possible to management. This includes threats by employees, as well as threats by customers/students, vendors or other members of the public. When reporting a threat of violence, be specific.

Suspicious individuals or activities should also be reported to LUPD and Human Resources as soon as possible. Employees should not place themselves in peril by approaching a suspicious or potentially threatening person or situation.

The University will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the University may suspend an employee allegedly perpetrating an act in violation of policy, either with or without pay, pending investigation, as it deems necessary.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

3.8 PROFESSIONAL DRESS CODE

Employees shall dress in a manner appropriate to their position, safety, and environment. Dress, grooming, and personal cleanliness contribute to the morale of all employees and affect the business image that the University projects. During business hours and while representing the University, employees are expected to present a clean, neat and tasteful appearance. They should dress and groom themselves according to the requirements of their position and University guidelines. This is particularly true when an employee's job involves safety issues or dealing directly with customers specifically or the public in general. Proper grooming includes:

Personal Hygiene – Employees will maintain the highest standards of personal cleanliness and hygiene at all times.

Hair, Beards and Mustaches – should be conservative, clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.

No articles of clothing should display messages containing profanity, vulgarity, or improper offensive remarks. Clothing should be clean and well kept, fitting properly, and should not be revealing, clinging or inappropriate to the work place. Department heads will have certain discretion regarding dress based on the functions of the position. Recommended clothing:

Men: Neat slacks, collared or polo shirts, business casual crew neck shirts, sweaters, or other business casual dress.

Women: Business casual dresses, skirts, slacks, blouses, shirts, sweaters, capri cropped pants.

However, there are certain types of clothing that will be unacceptable at any time with the exception of when participating in outside departmental sports or recreational outings/picnics. They are:

Shorts, overalls, wind suits, t-shirts, any shirts with inappropriate writing or logos or any clothing that is tight and revealing such as stretch pants.

Business Casual shoes, jewelry, and other accessories should be appropriate to the job. Jewelry, belts, or any other article that could be a safety hazard should not be worn.

Body piercing ornamentation should be limited when representing the University.

While on the job and in situations where one may be representing the University, it is expected that employees will exercise good judgment and professionalism in appearance and action.

Supervisors are responsible for enforcing this policy consistently including counseling employees whose appearance is considered inappropriate or a safety risk. Employees, who continue to disregard this policy, may be asked to go home for a change of clothing and may not be paid for the time away from work.

Employees must comply with all OSHA safety requirements of the position. Proper protective equipment is provided. Employees must be familiar with and comply with all protective equipment requirements.

Certain employees are required to wear a uniform. The University expects employees to keep their uniforms neat, clean and in good repair.

3.9 OUTSIDE EMPLOYMENT

Employees may hold simultaneous employment with another organization after notifying their supervisor, so long as the University determines that an employee's outside work does not interfere with job performance or the ability to meet the requirements and scheduling of the employee's current job (as they are modified from time to time). The University reserves the sole right to ask the employee to terminate the outside employment in the event the outside employment affects the performance of the individual or creates a scheduling problem.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the University for material produced or services rendered while performing their jobs at the University.

Section 4: PERFORMANCE MANAGEMENT

4.1 PERFORMANCE EVALUATION

Feedback is an essential part of the process of professional development, and the University encourages employees and supervisors to discuss job performance on a regular basis. Because the University is committed to professional excellence and development, a Performance Management Program has been established. The Performance Management Program is aimed at maximizing an employee's ability to execute his or her job duties and promote job satisfaction, cooperation, professionalism, excellence and career growth.

Performance evaluations will generally be conducted annually. While performance ratings are an important factor, evaluations are only one factor in the consideration of any pay increase. Completion of an Evaluation is primarily to communicate with the employee regarding his or her level of performance during the year, and not necessarily indicative of any associated pay increase.

Performance evaluations provide a systematic way for each employee to discuss his or her development, to provide input and receive feedback on their performance.

The performance evaluation discussion will include a review of the quality and productivity of performance and, if applicable, opportunities for professional advancement. All written performance reviews will be based on overall performance in relation to job responsibilities and will also take into account conduct, demeanor, and record of attendance.

Performance evaluation forms will be placed in the employee's permanent personnel file and a copy will be given to the employee.

An unsatisfactory performance evaluation may result in a probationary status during which the status of continued employment is determined. While no salary increases will be given following an "unsatisfactory" review, an employee will become eligible for salary review consideration when an acceptable level of performance has been achieved and maintained.

Employees will be asked to sign the written evaluation to indicate that such evaluation was discussed with the employee. Signing the evaluation does not indicate agreement with the conclusions of the evaluation, but is required to show that the employee was given the review and had the opportunity to discuss with his or her supervisor.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted at any time to provide performance documentation and feedback to the employee.

Contact Human Resources at hr@liberty.edu or 434-592-7330, if more information or assistance is needed.

4.2 CAREER ADVANCEMENT

The University desires to promote employees to more responsible and higher paying positions where possible. A supervisor may consider promoting from within the department before hiring from outside; however, he or she may also seek qualified applicants outside the University based on the needs of the University. To be eligible to apply for a Career Advancement (CA) the employee must meet the following criteria:

1. Full time employees must have been in his or her current position for at least one (1) full year; part-time employees must have been in their current position for at least six (6) months. No employee may apply early for a CA position prior to meeting the respective employment period.
2. Employees are not eligible to apply while on corrective review.
3. The job to which the employee is applying must have a higher pay range than the employee's current position. Normally, a CA will not be approved for a lateral position.

If the employee is not qualified for a CA based on one or more of the three criteria stated above, the application will be marked as "Not Qualified" and will not be processed for the specific position(s) for which the employee does not qualify to transfer.

To find instructions to complete a Career Advancement application, please visit the Human Resources Career Advancement webpage (<https://www.liberty.edu/index.cfm?PID=400>).

Employees applying for open positions through a CA application are not guaranteed preferential treatment, but will typically be considered based on management's selection of the most qualified candidate.

All departments are obligated to release the employee for promotion. However, each department has the right to a reasonable length of time to secure a suitable replacement. Typically, the time frame will not exceed two (2) weeks for hourly employees or four (4) weeks for salaried employees. In the event Executive Management determines there are extenuating circumstances which affect the smooth operations of the University, a longer time frame may be imposed.

4.3 GRIEVANCE POLICY

It is the policy of the University that all employees have the right to voice their complaints or concerns in a professional manner to the appropriate party. We recognize the meaningful value and importance of full discussion in resolving issues and preserving good relations between management and our employees. Accordingly, we believe that the following procedures will ensure that employment actions or concerns receive full consideration, and expect all employees to follow these procedures, conducting themselves professionally and in a manner that is conducive to resolution of the issue and consistent to the wellbeing of the University.

Step One: An employee with a complaint or concern regarding employment and/or performance actions should initially approach his or her supervisor.

Step Two: In the event the employee feels the issue remains unresolved following discussions with the supervisor, the employee may submit an official grievance in writing to the department head outlining the situation. The department head will respond to the employee in a timely manner.

Step Three: An employee who feels that his or her grievance has not received adequate attention in Step Two may direct the initial grievance and written response to the Director of Employee Relations by contacting Steve Foster by email at smfoster@liberty.edu or by phone at 434-592-3345. The Director will review the grievance with the department head and refer the matter to Executive Management for final review and determination of the matter.

All decisions are at the sole discretion of Executive Management and will constitute final resolution of the matter. This “Open Door” policy, providing review through layers of management, assures all employees that performance and employment actions are handled in a fair, equitable and consistent manner.

Employees should contact the Human Resource Office directly when the employee believes that either the sensitivity or nature of the issue requires immediate attention by executive management.

4.4 EMPLOYMENT TERMINATION

With the exception of those with current contracts, all University employees are considered at-will. Just as an employee can terminate his or her employment with the University at any time and for any reason, the University can terminate an employee at any time for any reason, with or without prior notice. The University does not guarantee permanent employment or employment for a specific term, nor will the University adhere to or enforce any promises of permanent or specific-term employment made to an employee by any person unless the employee has entered into a contract as a specifically written contract signed by the President or his direct designee.

Terminating employees will receive all earned pay, including earned but unused vacation pay, by the next normal pay day following the termination date. However, terminated employees are not entitled to pay for unused personal/sick leave. Employment with the University is normally terminated based on one of the following actions:

1. Resignation or voluntary termination by the employee.
2. Dismissal or involuntary termination by the University as provided above.
3. Layoff or termination due to a reduction of the workforce or elimination of positions.

An employee desiring to voluntarily terminate employment, regardless of job classification, is expected to give as much resignation notice as possible. Although such advance notice is not required, the University requests at least two weeks' written notice of resignation from nonexempt personnel and four weeks' notice from exempt personnel. If the employee does not provide advance notice as requested, the employee may be considered ineligible for rehire. Should an employee experience serious extenuating circumstances outside the employee's control which inhibits advance notice, such circumstances will be taken into consideration regarding the rehire status. Decisions regarding re-hire status remain at the University's sole discretion.

Prior to an employee's departure, Human Resource may schedule an exit interview to discuss the reasons for the resignation. Employees should contact the Director of Benefits Administration to discuss any issues pertaining to termination of benefits, change of address or changes to other personal contact information.

If an employee resigns, the University may, in its sole discretion, determine it is practical for the employee to cease work upon notice rather than completing the resignation period. When such a determination has been made, the University will typically pay "in lieu of notice," up to a maximum of two weeks of pay based upon a 40-hour work week at the employee's straight time rate or salary at the current rate of pay.

In the event a reduction in force is necessary or one or more positions are eliminated, the University retains the right, in its sole discretion, to identify those employees who will be laid off as allowed by law.

Section 5: ATTENDANCE, PAYROLL & ADMINISTRATIVE RECORDKEEPING

5.1 ATTENDANCE AND PUNCTUALITY

To maintain a productive work environment, the University expects employees to be reliable and punctual in reporting for scheduled work. Consistent attendance is expected and employees are to be at work and on time according to their assigned scheduled workday. Absenteeism and tardiness place a burden on our respective customers/students, other team members and affect the University on many levels. In instances where employees cannot avoid being late to work, or are unable to work as scheduled, they should notify the supervisor as soon as possible in advance of the anticipated tardiness or absence.

If an unscheduled absence is unavoidable because of illness, accident or other cause, the employee is required to telephone and speak directly with his or her supervisor regarding the absence, or to leave a telephone number where the supervisor can return the call. This notification is required by the start of the normal work time and is required for each day of unscheduled absence. Likewise, if an employee knows they will be late coming into work, he or she should speak with their supervisor no later than thirty (30) minutes prior to the beginning of the employee's respective work schedule.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

5.2 HOURS OF WORK

The University's core hours are Monday through Friday from 8:00 a.m. until 5:00 p.m. The employee's scheduled work hours will be assigned in a manner which best provides for the smooth operations of the University. Changes in work schedules will be announced as far in advance as possible. Many job classifications will have normal working hours that differ from regular core business hours, and should strictly abide by departmental requirements.

Flexibility in these standard hours may be needed to meet business and/or work process requirements. While we try to avoid asking employees to work beyond their normal working hours, employees may be required to work beyond their normal hours based on the operations of the University. Employees will be given as much advance notice as possible. Overtime will be paid to nonexempt employees but must be pre-approved by the supervisor. Normal business hours may be modified from time to time to adapt to seasonal influences or other business reasons. These will be temporary and will not require changes to this Handbook.

Exempt employees working core hours from 8:00 a.m. to 5:00 p.m. are allowed one hour for a meal break. Nonexempt employees and high demand seasonal employees receive an unpaid 30 minute or one hour lunch break, based on the employee's workday schedule.

5.3 INDIVIDUAL WORK SCHEDULES

Individual work schedules will be determined by specific job function and/or work site schedule and will be assigned accordingly by the supervisor and must be approved by the department head and communicated to Human Resources. The University reserves the right to change an employee's normal schedule based on the needs of the Department.

Typically, the University does not offer temporary flexible work schedules; however, under certain conditions, a temporary flexible schedule may be established and approved by the University within the limits prescribed by law, and based on operating conditions and requirements of the University so long as such schedule does not diminish operational effectiveness or create an overtime liability that would not otherwise occur. Each employee should consistently observe the schedule agreed upon.

Working from Home

Working remotely is permitted only by pre-approval of the department head and Human Resources.

Office Devotions

Office devotions are encouraged to give the employees of individual offices the opportunity to meet once a week for spiritual enrichment with fellow employees. It is suggested that weekly devotionals be incorporated into regular office staff meetings.

5.4 TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the University to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. The work week begins on Sunday at 12 midnight and ends on Saturday at 11:59 p.m.

Nonexempt employees must use TimeSaver to record the beginning and ending of each day, as well as the beginning and ending time of each meal period. They should also record the beginning and ending of any departure from work for personal reasons. Overtime work must always be approved before it is performed. The supervisor will review and sign off on the time record before submitting it to Payroll each Monday morning before 4:00 p.m. for processing.

Certain employees use a time card which must be received in Human Resources by 4:00 p.m. by each Monday of the week. The employee should record the beginning and ending of any departure from work for personal reason, including the meal break. Overtime work must always be approved before it is performed. These time cards require both the employee's and supervisor's signature.

Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action up to and including termination of employment.

In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

5.5 OVERTIME

Regular Overtime

Nonexempt employees are eligible for overtime for all time actually worked over 40 hours in any single work week. Employees must have approval from the supervisor **prior** to working any overtime. Supervisors may flex the employee's schedule to eliminate the overtime obligation within any one work week.

If a nonexempt employee works over the normal 40 hour work week without prior approval, the employee will be paid for that time, but may be disciplined for not complying with University policy. Disciplinary actions for infractions of this policy will be based on the circumstances and totality of the infraction, up to and including termination for negligent disregard of the policy.

Nonexempt employees should record all time worked on their designated timekeeping system as follows:

- Time an employee actually begins work (time at the regular work location prior to the actual start of work is not considered compensable time) Travel to and from the normal place of work is not compensable
- Time of lunch break (when it begins and ends based on related schedule and policy)
- Time the employee stops work for the day (regular schedule, unless otherwise preapproved to work outside normal hours)

Time recorded but not included in "actual work" performed in the work week, whether the hours are paid or unpaid, will not count toward the calculation for overtime pay:

- Vacation
- Sick Leave
- Leaves of absence such as FMLA, Military Leave, Administrative leave, Jury duty
- Meal breaks
- Travel outside normal business hours/travel as a passenger (except as outlined below)
- Voluntary, non-work related, non-required, attendance/participation in ancillary functions
- Special closings of any type

*Holiday time will count toward the calculation for overtime pay

Otherwise all nonexempt employees are paid their base regular hourly rate for 40 hours and time and a half their base regular rate for all time actually worked over the 40 hours in any one single week.

Meal Breaks

The employee's designated regular schedule will be the determining factor regarding the amount of time provided, and normally required each work day under policy, for the unpaid lunch break. No employee should work over the 40 hour work week (including working through a lunch break) without prior approval from the supervisor. The supervisor may grant flexibility within a single work week to avoid payment of overtime. Employees should record when they leave for the lunch break and when they return from the lunch break.

For example,

- A nonexempt employee working a schedule of 8 a.m. to 5 p.m. each day is normally required to take a one hour unpaid lunch break, which equates to a 40 hour work week
- A nonexempt employee working a schedule of 8 a.m. to 4:30 p.m. each day is normally required to take a half-hour unpaid lunch break, which equates to a 40 hour work week
- Or any other schedule or shift that nets a regular 8-hour day/40 hour week

Travel Time as Part of Normal, Required Work Duties

Travel time during normal routine work hours or single-day work travel

- Travel time as a passenger or while driving a vehicle to any location required outside the normal place of work is compensable during normal working hours
- Travel time while driving a vehicle in the performance of an employee's required, preapproved job duties outside regular normal working hours is considered compensable
- Travel time to and from the normal work place is not considered compensable time
- Travel time while a passenger (other than normal business hours) is not considered compensable time, unless the employee is required to perform work during the travel

Travel Time Out of Town and Overnight

- Travel time out of town and overnight is compensable only for those staff members required to perform work duties in association with that travel during normal hours of work (Such as team supervision, etc.)
- Designated, preapproved employees performing job duties during the travel as a passenger will be compensated during the full amount of travel time for the time spent actually performing additional work during the travel, including that time outside normal working hours
- Time is paid only for that portion of time spent in actual work production; time for rest periods or overnight sleep, time for snack or meal breaks, is not normally considered work time and is not compensable.

Conferences/Meetings and Related Travel

Conferences/Meetings (Required, work related as required by the department head):

- Employees will be paid their normal rate of pay for normal working hours for time considered work while a participant at meetings/conferences
- No time will be paid for meal breaks or attendance in any non-work related sessions such as planned social or agenda breakfast, lunch, dinner, etc.
- Travel time will be paid for travel during normal work hours/normal work week
- Travel time will be paid for driving to and from the event if it is away from the normal place of business

- No travel time will be paid while a passenger outside the normal work hours/normal work week

Ancillary Conferences/Meetings (Work related, but at employee's voluntary discretion).

- Employees may be required to use vacation (or may be paid for the time in attendance based on preapproval of the department head) as a participant at a conference or meeting
- No additional time will be paid or considered as overtime

Working two or more separate jobs within the same week.

Nonexempt employees are prohibited from working for more than one department or more than one full-time position for the University. The Department of Labor (DOL) through the Wage and Hour Law, Fair Labor Standards Act, requires that all time a nonexempt employee works for the University must be recorded as part of the regular timekeeping, regardless of whether the employee worked two or more jobs. All time is totaled as a composite and an overtime obligation is created regardless of the two separate jobs and or variable rates. Non-exempt employees will not be permitted to teach as an adjunct for LUO or for the LU Online Academy, in addition to their regular duties.

5.6 CONVOCATION

Convocation is an assembly of the University community for the purposes of building unity within the community, disseminating information, providing forums for the socio-political issues of the day and other educational topics of diverse interest for the benefit of students and staff. Guest speakers from the worlds of business, politics, education, the sciences and religion, talented staff members, music, and timely messages from our President and other executives help make Convocation a refreshing and challenging time. Convocation is held on Monday, Wednesday, and Friday mornings at 10:30 a.m. Employees are availed the opportunity to attend the Wednesday morning meeting.

5.7 SEVERE INCLEMENT WEATHER, DISASTER, OR EMERGENCY CLOSINGS

In the event of severe inclement weather or a disaster/emergency situation, the President or his designee will determine the operational status of the campus. In the event that such an emergency occurs during non-working hours, television stations (including WSET, WDBJ, and WSLS) will be notified and will broadcast appropriate announcements regarding University operations. The University's Splash (myLU) page will also provide information regarding the operational status of the campus.

Official University Closure Defined

The policy covers any period in which the official status of the University campus is closed due to severe inclement weather, disaster, or other emergency as designated by the President of the institution. For the purposes of this policy, any period in which the University is officially closed includes delayed opening, early closure, and closed for an entire day or days.

Critical Functions

Certain critical functions must be maintained in the event of severe inclement weather, disaster, or other emergency. These critical functions include providing basic services for the students living on campus. When the University is officially closed as provided under this policy, essential personnel whose duties include performing these critical functions must report to work.

Essential Personnel

For the purposes of this policy, essential personnel are defined as LU Police, Maintenance and Grounds staff, snow removal personnel, and others as designated by the President or his designee.

Non-Essential Personnel

For the purposes of this policy, non-essential personnel are those employees who are not required to perform critical functions during periods when the University is officially closed due to severe inclement weather, disaster, or other emergency. Non-essential personnel are defined as all members of the faculty, administrative salaried staff (unless designated as Essential Personnel above), benefited hourly staff, non-benefited hourly staff, temporary workers, and student employees (including instructional assistants, work assistants, work study, and international student workers). Non-essential personnel may also be referred to as "All other employees" when closing announcements are publicized.

Announcements

When an event or events occur requiring the official closure of the University due to severe inclement weather, disaster, or other emergency, one of the following announcements may be made:

1-Hour Delay

- Essential personnel must report to work, all non-essential personnel report one (1) hour after normal operating hours, no later than 9am. A 1- hour delay would signify that the first class of the school day would be canceled regardless of the day of the week.

2-Hour Delay

- Essential personnel must report to work, all non-essential personnel report two (2) hours after normal operating hours, no later than 10am. A 2-hour delay would signify that the first 2 classes of the school day would be canceled regardless of the day of the week.

Closed – Weather Policy in effect

- Essential personnel are required to report to work when the University is officially closed for severe inclement weather, disaster, or emergency. Non-essential personnel are not to report to duty unless approved in advance by their department supervisor.

Early Closing

- In the event that the University is closed early, employees will be notified when the official work day ends. Hourly employees may be compensated for lost time and are required to submit appropriate paperwork requesting an accrued personal or vacation day.

Compensation when the University is Officially Closed

When the University is officially closed for any portion of a day or days as described in this policy, employees will be compensated as follows:

- **Essential employees** will be compensated for the actual clock hours worked during any period when the University is officially closed.
- **Non-essential** employees will be compensated in accordance with applicable federal and state regulations, including the federal Fair Labor Standards Act, and University policy as follows:
 - **Full-time benefited “exempt” employees** are paid their normal pay when the University is officially closed as described in this policy. These employees are required to complete all required duties and may work additional hours as needed to complete those duties.
 - **Full-time benefited hourly employees** will be paid for actual clock hours worked, and may use available vacation or personal time to cover any time lost under this policy in 4-hour increments. These employees may be permitted to make up lost time within the same workweek with the approval of their immediate supervisor.
 - **Non-benefited hourly employees, temporary workers, and student workers** are paid for actual clock hours worked. These employees may be permitted to make up lost time within the same workweek with approval of their immediate supervisor.

Safety

All employees are encouraged to take appropriate measures to ensure their own personal safety whether traveling to or from work. If conditions are too hazardous for safe travel when an employee is required to work, then the employee is required to notify his or her supervisor.

5.8 PAYROLL

Payday

Nonexempt (hourly) employees are paid biweekly through the Human Resources Office on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period, which always precedes the current pay week. Most employees elect direct deposit, so pay is deposited into their bank account by the actual pay date. Any employee not using direct deposit will have their paycheck mailed to them on the actual pay day. Any checks issued to a student employee will not be mailed; departments will arrange to pick them up in Human Resources on the regularly scheduled payday.

Exempt (salaried) employees are paid semi-monthly through the Human Resources Office on the 15th and the last day of the month. Should the payday fall on a weekend, paychecks will be released the Friday preceding payday. Each paycheck will include earnings for all work performed through the day the check is received. Most employees elect direct deposit, so pay is deposited into their bank account by the actual pay date. Any employee not using direct deposit will have their paycheck mailed to them on the actual pay day. Any checks issued to a student employee will not be mailed; departments will arrange to pick them up in Human Resources on the regularly scheduled payday.

In the event that a regularly scheduled payday falls on a day off or a holiday, employees will be paid on the first business day of the week prior to the regularly scheduled payday.

Note: Checks are given to employees only. Anyone other than the employee must have prior written approval in order to pick up a payroll check. Most departments designate an individual to pick up the payroll checks and distribute them through the department.

Note: While the University does not require employees to participate in Direct Deposit, we highly recommend Direct Deposit as the safest and most time effective method in receiving pay. Normally the employee's funds are transferred to the employee's designated bank the night prior to the payday; however, while most banks transfer the funds to the employee's account immediately, the University is not responsible for the individual bank's processing time to deposit the funds to the employee's account(s). All employees should check their account(s) to ensure funds have been deposited to their accounts prior to drawing against those funds.

Pay Deductions

The law requires that the University make certain deductions from every employee's compensation; such as applicable federal and state withholding taxes. The University also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The University matches the amount of Social Security taxes paid by each employee for the benefit of the employee.

The University offers programs and benefits beyond those required by law. **Eligible*** employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. For more information on these programs see the HRiPay and benefits portal.

*Eligibility, please see the Liberty University Summary Plan Description for details on eligibility and terms, conditions and related cost, of the plans. Elected ancillary deductions will be made as authorized by the employee.

Garnishments, Tax Levies, Qualified Domestic Relations Order (QDRO) and other Court Ordered Payments

Garnishments and tax levies, if issued, are required by law to be withheld from the employee's pay. A garnishment is a legal action by a creditor requiring the University to withhold a specific amount from an employee's earnings. A tax levy is a similar action brought by a governmental tax agency to satisfy an employee's tax indebtedness. Human Resources will notify the employee upon receipt of such documents.

A QDRO or court ordered payment is typically an obligation of the employee to pay directly to the court or person named in the QDRO, payments for spousal or child support. Employees are required to notify Human Resources of these obligations, supplying associated documents so that the proper payments can be made. In the event an employee does not notify Human Resources, court ordered payments will be paid directly from the employee's next regular paycheck upon notification from the respective court, including any arrears that may be due as required by the court. Human Resources will notify the employee upon receipt of such court orders.

When a garnishment or tax levy is served to the University, the employee is encouraged to try to make arrangements with the creditor or tax agency to make direct payments to satisfy the indebtedness. If arrangements cannot be made, the amount specified will be deducted from the employee's wages.

The University is obligated under law to deduct these garnishments, tax levies, QDROs and Court Ordered Spousal or Child Support payments and cannot discontinue the deduction from pay until official documentation from the court or agency has been received in writing releasing the University.

All court ordered payments listed above and tax levies take priority over other elective deductions such as medical insurance premiums, etc. Regardless of the remaining payroll funds, arrangements must be made with Human Resources to ensure payment of other benefits to maintain the employee's obligations..

If you have questions concerning why deductions were made from your paycheck or how they were calculated, contact the Human Resources Office.

Administrative Pay Corrections

The University takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources so that corrections can be made as quickly as possible.

Loss & Replacement of Checks

Employees who lose or misplace their paycheck must notify the Human Resources Office immediately. If the bank has processed the paycheck a replacement cannot be re-issued. Replacement checks are subject to a twenty-dollar (\$20.00) fee for stop payment and re-issue. Checks mailed at the request of an employee are the sole responsibility of that individual; the Human Resources Office cannot be held responsible for incorrect addresses, postal problems, etc. If a check is lost under such circumstances and has not been processed by the bank it can be replaced, but it is still subject to the processing fee. There will be NO EXCEPTIONS made on these replacement procedures.

Pay Advances

The University does not, under any circumstances, provide pay advances.

5.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the University of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Office.

5.10 WORKING IN MORE THAN ONE DEPARTMENT

Experience has proven it to be difficult for employees of the University to be successfully employed in two different positions within the University community during the same pay period.

Each employee of the University may hold only one full-time paid position within the University during any pay period. This includes salaried, hourly, and student employees working in more than one department or more than one organization.

If an employee is found to be in violation of this policy, he or she will be given the opportunity to choose the position in which to remain. If a decision has not or cannot be made within 30 days, Human Resources will intercede. Contact Human Resources at hr@liberty.edu or 434-592-7330, if more information or assistance is needed.

5.11 EMPLOYMENT REFERENCE CHECKS and REQUESTS FOR EMPLOYMENT VERIFICATION

Initial and follow-up employee references

To ensure that individuals who join the University are well qualified and have a strong potential to be productive and successful, it is the policy of the University to check the employment references of all applicants.

Employment verification requests

All requests for current employment verification with the University should be directed to the Human Resources Office. Human Resources will release an employee's title, years of service, and current salary to organizations requesting such data as long as the request is in writing and signed by the employee. It is the policy of the University to release this information only, and will not project any periods of continued employment.

Employment Verification of Past Employees

All requests for past employment verification from a prospective employer should be directed to the Human Resources Office. Human Resources will release a past employee's title, date of hire, date of termination, and current salary at termination of employment as long as the request is in writing and signed by the employee.

No employment information will be disclosed to any outside third party without the employee or past employee's written request authorizing release of such information, unless the University has been subpoenaed under court order or mandated to produce information by an authorized governmental agency order.

5.12 ACCESS TO EMPLOYEE FILES/RECORDS

The University maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, official transcripts, records of training, documentation of performance appraisals, salary increases, and other employment records, and is maintained in a secure, locked area of Human Resources.

Personnel files are the property of the University, and access to the information contained therein is **strictly confidential** and **restricted**. Generally, only supervisors and management personnel of the University who have a legitimate reason to review information in a file are allowed to do so.

The University follows Virginia law, and upon receipt of a written request from a current or former employee or employee's attorney, the University will furnish a copy of all records or papers retained in any format, reflecting:

- 1) Dates of employment with the University
- 2) Wages or salary during employment
- 3) The employees job description and job title during employment
- 4) Any injuries sustained by employee during the course of employment with the University.

The request will be provided within 30 days from the date the written request is received.

No other information will be disclosed from the employee's personnel file with the exception of court orders or mandates to produce information by an authorized governmental agency order.

Section 6: LEAVES OF ABSENCE

6.1 ABSENCE FROM WORK

The University recognizes that employees will not be present at work from time to time for a variety of reasons. However, attendance is and will continue to be an important factor in an employee's performance. Excessive, or unexcused absences may result in disciplinary action up to and including termination of employment, even though such absences have been paid for by the University in accordance with the policies set forth in this Handbook.

Excessive absences are normally defined as more than five (5) non-consecutive incidents of unscheduled absence within the calendar year.

Paid Excused Absence is pay for a University-approved absence as set forth under the specific explanation of paid leave.

Unpaid Excused Absence is a University-approved absence wherein the employee has obtained prior approval for unpaid leave. The employee is considered in an "Unpaid Absence" status during this time. With the exception of leaves under the Family and Medical Leave Policy, Extended Leave Policy and certain military leaves, the University's normal practice limits unpaid leaves of absence. In the event an unpaid excused absence is granted, all earned vacation must be exhausted. Vacation will not be allotted during any unpaid absence, except certain military leaves. In addition, certain other benefits may be affected.

Unexcused Absence is an absence that may result from situations set forth below.

- The failure of an employee to notify his or her immediate supervisor of the reason for an absence when the absence begins.
- The failure of an employee to return from a period of excused absence on the day stipulated.
- Giving false reason for absence.

Unreported Absence – An unreported absence will be classified as an unexcused absence. Any employee absent three (3) consecutive unreported days may be considered to have voluntarily terminated his or her employment.

If additional time is required outside paid excused absences described herein, the employee is required to have that time approved by the department head and Human Resources.

6.2 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees classified as 12-month benefited full-time employees are eligible to earn and use vacation time as described in this policy six (6) months after any such employee is classified as a 12-month benefited full-time employee. The date of hire will determine the number of pro-rated days an employee will be entitled to receive in the first calendar year of service. Hourly (non-exempt) employees may use paid vacation time in minimum increments of one-half day. Salaried (exempt) employees may use paid vacation time in minimum increments of one-half day.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

VACATION EARNING SCHEDULE

Years of Eligible Service	Vacation Days Each Year
Upon initial eligibility	10
Years 5-14	1 additional day added each year until reaching a maximum of 20 vacation days

Vacation days are earned and calculated on a monthly basis. An employee out on a leave of absence will stop earning vacation days with the exception of military leave. Employees out on military leave will not stop earning vacation days, unless he or she is out on leave for more than 30 days. No unused vacation days can be carried over into the next calendar year or compensated in the form of payment at the end of the calendar year.

To take vacation, employees should request advance approval in the TimeSaver system, the supervisor will review for approval. If approved, Human Resources will process the request and record the time accordingly. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees must use all accrued vacation time before requesting time off without pay. **Some Departments have blackout periods based on seasonal increase of workload. Employees should check with their supervisor on these periods where no vacation days may be taken. Many departments observe August 10 to September 10 due to the extra pressure and workload created by the beginning of school and student check-in as their vacation blackout dates.**

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. **If more vacation days have been taken than earned, prior to termination, the unearned vacation amount will be deducted from the final pay.**

6.3 HOLIDAYS

The University will grant paid time off to all benefited full-time employees on the holidays listed below:

- **New Year's Day (January 1)**
- **Easter**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving and the Friday following Thanksgiving**
- **Christmas Eve and Christmas Day**

The University will grant paid holiday time off to all benefited employees from date of hire. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification:

12-Month Benefited Full-Time Employees

A recognized holiday that falls on a Saturday will be observed the day prior (Friday) to the holiday. A recognized holiday that falls on a Sunday will be observed the day following (Monday) the holiday.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, personal/sick days) holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If an eligible nonexempt employee works on a recognized holiday, he or she will have the opportunity to save that holiday for a later date. Approval to work on a holiday must be approved in advance by the department supervisor.

Employees on unpaid leaves of absence will not be paid for holidays.

6.4 PERSONAL/SICK DAYS BENEFITS

The University provides paid personal/sick days to all benefited employees for periods of temporary absence due to illness or injury. Eligible employee classification:

12-Month Benefited Full-Time Employees

Eligible employees will receive five (5) personal/sick days per calendar year effective January of each year. The date of hire will determine the number of pro-rated days an employee will be entitled to receive in the first calendar year of service. Personal/sick days are earned and calculated monthly. Hourly (non-exempt) employees may use paid personal/sick time in minimum increments of one-half day. Salaried (exempt) employees may use paid personal/sick time in minimum increments of one-half day.

Employees can request use of paid personal/sick days after completing a waiting period of two (2) months from the date they become eligible to accrue personal/sick day benefits. Eligible employees may only use personal/sick day benefits for an absence due to their own illness or injury.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence. Before returning to work from a personal/sick day absence of five (5) calendar days or more an employee must provide a physician's verification that he or she may safely return to work.

Personal/sick day benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation. Personal/sick day benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence, with the exception of use for emergency closings. Employees must use all accrued vacation time before requesting time off without pay. **Unused personal/sick day benefits will not be paid to employees while they are employed or upon termination of employment.**

Maternity Leave

The University will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Pregnancy leave will be handled as any other illness; and as such leave requests will be evaluated according to the normal leave of absence policies and all applicable federal and state laws, including FMLA.

6.5 FAMILY AND MEDICAL LEAVE (FML)

The University complies with the Family and Medical Leave Act. The University will make every effort to provide guaranteed leave under the Family and Medical Leave policy at the sole discretion of the University. The University will normally extend up to 12 weeks of unpaid leave to a full-time, staff or faculty employee who has been with the University for at least one (1) year and completed 1,250 hours prior to the date on which the FML is to commence for the following reasons:

- The birth or adoption of a child, or the placement of a child with the employee in foster care.
- To care for a spouse, child, or parent with a serious health condition.
- A serious health condition, which makes the employee unable to perform required job functions.
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Eligible employees are normally granted leave up to a maximum of 12 weeks within any rolling 12-month period. Any combination of medical leave and family leave may not exceed this maximum limit. The University requires that an employee exhaust available earned Personal/Sick leave and Vacation leave, which does count toward the maximum of 12 weeks. The remaining leave will be unpaid.

In general, a serious medical condition is one that prevents an employee from working or performing other normal life activities. Also, an injury or illness that results in the inability to work for more than three (3) consecutive days, or a condition that requires ongoing medical treatment may be considered a serious health condition; and as such, the University will document under FML. **Employees are required to notify HR of any absence resulting from an illness of three (3) consecutive days or more.** The University may require that an employee obtain and show proof of medical certification to substantiate the need for leave due to a serious health condition or one afflicting a covered family member, and may require subsequent re-certification during the leave.

FML may only be taken on an intermittent basis in the event of a certified medical necessity for the employee or an eligible family member. In the event of the birth of a baby or the placement of a child for adoption or foster placement, FML may only be taken on a continuous basis. If both parents work for the University, only one parent can be on FML at a time up to the total of 12 weeks for both.

Elected medical and dental benefits will remain in force on behalf of the employee during the leave. The employee will be required to pay his or her portion of the insurance premiums each month during the leave. Failure to adhere to a payment schedule may result in loss of the insurance. Sick Leave and Vacation will not continue to accrue while the employee is on leave.

When FML ends, the University will make every effort to return the employee to his or her same position if such a position is available or to an equal position for which the employee is qualified. If an employee fails to report to work promptly at the end of the leave and the University has received

no notification for three (3) days following the report to work date, the University will assume that the employee has voluntarily terminated employment.

To request a leave of absence, contact the supervisor and Human Resources, Director of Employee Relations. Employees will be provided with the comprehensive policy and appropriate forms to be completed by both the employee and, in some cases, the employee's (or employee's family member's) treating physician.

The University supports our Armed Forces Service members, and as such, adds the following provisions to the FML policy – approval for leave is at the sole discretion of the University.

FML allows an eligible employee to take up to 12 weeks of leave in any rolling 12-month period for “any qualifying exigency” as the U.S. Department of Labor shall, by regulation, determine arising out of the fact that the spouse, child or parent of the employee is on active duty or has been called to active duty in the Armed Forces to support a contingency operation. This may include pre-deployment, deployment, and post-deployment. (This qualification for FML is included as part of the combined total of 12 weeks as set forth in the foregoing policy in any one rolling 12-month period, and will not extend the weeks of FML regardless of the qualifying event.) Certification will be required as set forth by the DOL.

Service member Family Leave

At the sole discretion of the University, the University will allow an eligible employee who is the spouse, child, parent or “next of kin” (defined as the nearest blood relative of that individual) of a “covered service member” to take up to 26 weeks of unpaid leave in a single rolling 12-month period to care for the service member. (Covered Service member is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on temporary disability retired list, for a serious injury or illness. Serious injury or illness is limited to an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.) Certification will be required as set forth by the DOL.

Service member Family Leave is combined with all other FML, limiting FML for the five qualifying events (12 weeks) plus Service member Family Leave to a combined total of 26 weeks of leave during any one rolling 12-month period.

The University will make every effort to return the employee to his or her same position if such a position is available or to an equal position. If an employee fails to report to work promptly at the end of the leave and the University has received no notification for three (3) days following the report to work date, the University will assume that the employee has voluntarily terminated employment.

Benefits may be affected under this leave as well; for more information, contact Human Resources.

6.6 WAGE CONTINUATION

In addition to other paid sick leave policies, the University offers all Full Time Benefited Employees additional pay for qualified personal FML, subject to short term disability qualifications. Employees are eligible for this wage continuation if they meet the following qualifications:

- Employee is currently employed by the University and has been with the University for no less than 12 consecutive months; and
- Employee is eligible and has been approved by Human Resources for FML under personal medical qualifications conditions; and
- Employee has elected and is a current participant in the Hartford Insurance Short Term Disability Policy; and
- Employee has applied for benefits and the claim has been approved by Hartford Insurance.

Under this Policy, eligible qualifying employees will be paid the following benefits, limited to one period of wage continuation during a rolling year:

- Week 1 of a qualifying disability, employee will be paid his or her normal pay, and
- Weeks 2-4 of a qualifying disability, the University will pay the difference between the normal weekly salary and the maximum amount of weekly short term disability payment from the insurance company for which he or she is eligible.
- Subsequent weeks that the employee has not returned to work will be unpaid by the University.

6.7 LACTATION ACCOMMODATION

The University provides reasonable time for lactating mothers in our employ for the purpose of expressing breast milk for up to one year after the birth of their child. The University will make reasonable efforts to provide a private room or other location in proximity to the employee's work area. Employees should complete the Lactation Room and Time Request form, asking their supervisor to sign it and to schedule breaks and the use of the assigned rooms provided for this purpose.

Eligible non-exempt employees who are provided regular paid breaks during the workday may choose to use their break time for the purpose of expressing breast milk, but are not required to do so. Otherwise, lactation breaks are unpaid time and should be recorded appropriately in the timekeeping system.

Eligible exempt employees are provided reasonable time for the purpose of expressing breast milk, and are required to work the number of hours necessary to complete the duties of the job.

6.8 MILITARY LEAVE

The University will grant a military leave of absence to employees who are absent from work because of active service in the uniformed armed services of the United States in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

After one year of service with the University, the University will pay the difference between Military Pay and the full-time, regular employee's normal rate of pay for that period of:

- Ten (10) days of active duty training each calendar year (National Guard or Reserves).

Time over the designated time above will be unpaid. Employees are not required to use accrued PTO during the absence, but may choose to do so with notification to HR. Benefit accruals, such as PTO will be suspended during a leave of more than 30 days and will resume upon the employee's return to active employment. During a leave of less than 30 days, group health benefits will be maintained. For leaves of more than 30 days, the employee may elect COBRA benefits. Other benefits such as short term disability, long term disability and life insurance benefits and exclusions are subject to the terms of the policy. The University will count the time of military service as accrued seniority for benefit purposes. Returning employees will be provided the opportunity to "make up" their elected contributions to the University's 403(b) for the period the Plan participant was on military leave. The University's matching contribution will be applied based on the terms of the Plan, and continuing the vesting service schedule as though the employee was actively at work as set forth under USERRA.

An employee who has served between one (1) and 30 days must report to the University by the beginning of the first regularly scheduled workday, eight (8) hours after the employee returns home. An employee who has served 31 to 180 days must submit a notice for re-employment no later than 14 days after completion of service. An employee who has served 181 days or more must submit a notice no later than 90 days after completion of military service. Employees returning from military leave of less than 91 days will be placed in the position they would have attained had they remained continuously employed. Employees returning from military leave after 91 days or more may be returned to a position of like seniority, status and pay they would have otherwise attained so long as it does not result in an undue hardship for the University. Employees will be treated as though they were continuously employed for purposes of determining those benefits covered under law, based on length of service. Contact Human Resources for more information.

6.9 BEREAVEMENT LEAVE

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately for approval.

Up to three days of paid bereavement leave will be provided to eligible employees in a benefited position in the following classification:

12-Month Benefited Full-Time Employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives or bonuses.

Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

The University defines "immediate family" as the employee's spouse, parent, grandparent, great-grandparent, grandchild, child, sibling (including half); the employee's spouse's parent, grandparent, great-grandparent, grandchild, child (including half), or sibling. "Immediate family" would also include those members in a blended family.

Liberty believes that life originates at conception; and therefore, recognizes that an expecting parent may grieve in the event of the loss of a child by miscarriage. The University reserves the right to request documentation. Therefore, an employee or employee's spouse having a miscarriage must provide a doctor's written notification of the miscarriage and turn it into Human Resources for approval.

6.10 JURY DUTY and OTHER CIVIC RESPONSIBILITIES

The University encourages employees to fulfill their civic responsibilities by serving jury duty when required. The employee must notify the supervisor as soon as notice is received from the court and must notify the supervisor of every day of jury duty. The employee must submit supporting documentation from the court. Should an employee be dismissed early, the employee is expected to report to work that same day. Upon returning to work following jury duty, a voucher for jury duty must be submitted to the supervisor.

Full-time benefited exempt employees will be granted paid leave for serving on jury duty. The University will pay the difference between jury compensation and the exempt employee's normal rate of pay. Any mileage pay or other expense items received is not considered part of jury duty and is not deducted from the rate of pay.

Full-time benefited non-exempt employees will be granted paid leave for serving on jury duty for up to three (3) days in any one calendar year for serving on jury duty. The University will pay the difference between jury compensation and the non-exempt employee's normal rate of pay. Any mileage pay or other expense items received is not considered part of jury duty and is not deducted from the rate of pay. Additional time will be granted, but would be unpaid.

Should an employee be called as a witness on behalf of the University, the employee will be paid his or her normal rate of pay for that time. If an employee is subpoenaed to serve as a witness in a jury trial or court proceeding, or chooses to serve as a witness in a jury trial or court proceeding, the employee will be granted leave for the date(s) of the actual trial, but will be required to use accrued vacation (with the exception of the Crime Victim and Witness Rights Act), or leave without pay if no accrued vacation is available.

Vacation, personal/sick days, and holiday benefits, will not continue to accrue during unpaid a jury duty period.

Voting

The University encourages employees to vote in every national, state or local election, and are encouraged to plan their work day to vote before or after the regular work day or during their lunch break.

6.11 PROFESSIONAL DAYS

The University supports and encourages the professional development of its staff and therefore allows 12-month benefited full-time employees a maximum of five (5) professional days per calendar year. The University will grant the use of professional days to all eligible employees who have completed three (3) months of service. Accepted events are seminars or events related to the employee's work that will enhance job performance and aid in the professional development of the employee. All requests for professional days must be in writing with approval from the department supervisor and budget approval prior to the event taking place.

6.12 EXTENDED PERSONAL LEAVE OF ABSENCE and LEAVE WITH APPROVAL (Lack of Work)

Extended Personal Leave of Absence

Employees with at least one year of continuous active service in a full-time benefited position with the University may request a personal leave without pay of up to a maximum of 30 consecutive days within any rolling 12-month period. Approvals are based on the circumstances, the performance level of the employee, and the ability of the University to smoothly conduct business in the employee's absence; and are at the sole discretion of the department head and Human Resources. All earned vacation must be exhausted prior to the unpaid leave. Vacation and personal/sick days will not continue to accrue during the approved personal leave and holidays will be unpaid. The University will make every effort to restore an employee to his or her former position or to an equivalent position for which he or she is qualified. However, the position is not guaranteed upon return. Some benefits that the employee is currently enrolled in may be continued at the employee's expense (if allowed under the provisions of the insurance policy).

Leave with Approval (Lack of Work)

From time to time, the University may have situations where a mandatory time off is required due to lack of work or other situations preventing the normal schedule or shift. Employees may use their available allotted vacation or may take the time as unpaid.

Should an employee seek and obtain other employment during a leave of absence, regardless of the duration of that employment, such action will constitute a voluntary resignation.

Section 7: GENERAL OPERATING PROCEDURES

7.1 MEDIA COMMUNICATIONS

Any request for information from an outside media organization or any request for comment from any outside party regarding the University in any regard whatsoever should be referred to the President or the President's authorized designee.

Requests for Press Releases should be referred to the Managing Editor of the News Office of the Marketing Department.

7.2 SOLICITATION

The University's emphasis is on our high quality of work. We, therefore, seek to prevent any unnecessary interruption of work activities, obstruction of workplace operations, or other interference with work, including causing inconvenience to customers/students or other employees. Solicitation for any cause or distribution of literature pertaining to solicitation of any kind is not permitted without the approval of department head. The department head will use the following as a guide:

- Whether the activity is required, governed or prohibited by law.
- The importance of the activity to employees as a whole.
- Whether the activity projects the University's Mission driven image.

Individuals who are not employed by the University are not permitted to solicit employees or distribute literature on University property for any purposes at any time.

No employee may solicit any other employee for any purpose whatsoever during the working time of either employee. No employee may distribute literature of any kind to any other employee during the working time of either employee or at any time in the working areas or in any customer service areas. For purposes of this rule, "working time" is interpreted to exclude authorized breaks and mealtimes and those times before and after work is designated to begin or end.

Federal, State and Local Employee Rights Posters

Employee Legal Posters can be found across the campus, displayed in high traffic areas on all job sites. Should an employee have any questions regarding these posters, contact Human Resources.

7.3 COMPUTER USE

The University provides employees with computers for the purpose of providing work equipment to aid employees in completing their job functions. The University information systems may not be used to conduct private business or for secondary employment.

The IT Department has set policy regarding hardware, software, computer use, Internet use, and associated policy information related to the use of University networks and systems. Employees are expected to be familiar with this policy, which is made a part of this handbook and are required to strictly abide by it. Please access the following web site for the full IT policy:

<https://www.liberty.edu/index.cfm?PID=20998>

The following is a brief overview of the University's expectations regarding the use of University computers, software, networks, programs, email, Internet and other related computer use.

Privacy/Confidentiality: All information created or contained on the University's computers and network, including electronic mail (E-mail), remains the property of the University, and as such the University reserves the right to monitor any and all such information as the need arises.

E-mail: E-mail is provided to employees and is intended for the exchange of internal information and data as well as a tool for business communications. E-mail should be limited to business use and should never violate any University policy, or any federal, state, or local law. E-mail messages should be written and handled with the same attention to content, grammar and spelling as internal memoranda. E-mail carries the same requirements of any other University property and should not be destroyed, altered or erased except as authorized under IT policy. Inappropriate use of E-mail may be subject to disciplinary action up to and including termination.

Internet: The University provides Internet access to employees appropriate to their job responsibilities. Internet usage is limited to legitimate business purposes. Certain restrictions apply to use of the Internet when accessing through University systems. Inappropriate use of the Internet may be subject to disciplinary action up to and including termination. **No employee shall:**

- Visit inappropriate sites such as bulletin boards, chat rooms, Usenet groups, etc. or sites that include pornographic text, images or material of an offensive nature. Behavior of all users accessing the internet through the University's network will be consistent with the Mission of the University, nor should any other information accessed be offensive to any individual or group of people. Network use may be monitored; and as such, employees who utilize the network in an inappropriate manner will be disciplined, up to and including immediate termination.
- Participate in personal-opinion blogging that could be adverse to the University's Mission, image or reputation or causing embarrassment for any employee.

- Knowingly violate the laws and regulations of the United States or any other nation or the laws and regulations of any site, or local jurisdiction in any way. This includes illegal copying.
- Transmit or access information and/or other materials over the Internet or any other network on or off site which an employee knows, or should reasonably know, to be fraudulent, harassing, or obscene, or which violates any other University policies.
- Place any information considered to be proprietary or confidential on the Internet.
- Limit use of game or entertainment software to non-working hours; gambling is not allowed at any time.
- Participate in any activity on the Internet that would damage the image of the University or any of its affiliates.

A tracking program may be used systematically to monitor all computer activity. The University reserves the right to inspect any and all files stored in private areas of our network in order to assure compliance with policy.

Employees are strictly prohibited from providing access to our computer program and networks to any unauthorized party. Passwords should be protected at all times; if an employee's password has become compromised or if an employee believes our network has been compromised in any way, contact the IT help desk.

All employees accessing the Internet from work or home need to be mindful of their responsibilities in representing the University before the public and conduct themselves in accordance with the highest personal and professional standards.

7.4 WEAPONS POLICY

Section 1. Definition of Terms

- A. "Weapon" is defined as any firearm designed or intended to expel a projectile by action of an explosion of a combustible material.
- B. "Concealed weapon" is defined as any weapon that is hidden from common observance while being on or about a person. A weapon is deemed hidden from common observation when it appears so deceptively as to disguise the weapon's true nature.
- C. "Prop weapon" is defined as any item which looks like a weapon.
- D. "University property" is defined as any building or land owned or leased by the University or subject to its control.
- E. "Residence halls" is defined as the buildings on University property used to house students.
- F. "University facilities" is defined as the spaces on University property with defined enclosures for a designated use, such as an academic building, a residence hall, a theatre, an athletic field or stadium, but University facilities do not include open spaces, parking lots and recreational trails, even when those areas are enclosed by fencing or walls.

Section 2. Weapons on University Property Generally Prohibited

- A. Except as authorized pursuant to this policy, no person shall possess, store, carry, display or unlawfully use any weapon, or possess or carry a concealed weapon, on University property or in University facilities.
- B. Any prop weapon shall not be utilized for any purpose on University property or in University facilities without being approved by LUPD prior to being used in any activity.

Section 3. Persons Eligible for Authorization to Carry Weapon

- A. Police officers, other law enforcement officers, and other government personnel authorized to carry a weapon may carry their weapons on University property and in University facilities, in accordance with the laws of the Commonwealth of Virginia.
- B. Licensed security officers who are authorized to carry a weapon and approved by the Liberty University Police Department (LUPD) to carry a weapon, may carry their weapons on University property and in University facilities, in accordance with the laws of the Commonwealth of Virginia.
- C. Faculty and staff of the University, including student employees, who hold a valid concealed weapons permit recognized by the Commonwealth of Virginia, and who are approved by LUPD to carry a concealed weapon, may possess and carry such concealed weapon on University property and in University facilities, and may store the approved weapon in a secured container or compartment in their vehicle or office while on University property. Faculty and staff members, such as Resident Directors, who live in residence hall apartments may store their approved weapons within a secured container in their dwelling unit but weapons may not otherwise be stored in residence halls. The approved weapon shall never be openly carried except while necessary for its lawful use.
- D. Students of the University who are not also employees of the University, who hold a valid concealed weapons permit recognized by the Commonwealth of Virginia, and who are approved by LUPD to carry a concealed weapon, may possess and carry such concealed weapon on University property and all University facilities except residence halls, and may store the approved weapon in a secured container or compartment in their vehicle while on

University property. Except as permitted in Section 3 C, no weapons may be stored in residence halls. The approved weapon shall never be openly carried except while necessary for its lawful use.

- E. Visitors to the University who are not faculty, staff or students of the University, and who hold a valid concealed weapons permit recognized by the Commonwealth of Virginia, may possess and carry such concealed weapon on University property and in University facilities, and may store the approved weapon in a secured container or compartment in their vehicle while on University property. The approved weapon shall never be openly carried except while necessary for its lawful use.

Section 4. Persons Prohibited from Authorization to Carry Weapon

- A. LUPD shall revoke approval and not approve or permit any person to possess, store, or carry a weapon or concealed weapon on University property who:
 - (1) Does not comply with this policy;
 - (2) Is on probation for violation of any academic or honor code, or of the Liberty Way, or the Liberty University Student Honor Code;
 - (3) Has been arrested for or charged with any assault, battery, stalking, crime of violence, or a felony, and has such case pending;
 - (4) Has been convicted of assault, battery, stalking, any crime of violence, or a felony;
 - (5) is restricted or restrained from contacting or communicating with another person pursuant to a no-contact directive or restraining order from the University or from any court or agency; or
 - (6) Is disapproved by the University or LUPD for any other reason.

- B. Written Requests Regarding Another's Carry Privilege:
 - (1) Any University student, faculty or staff may submit a written request to LUPD requesting that LUPD not approve or permit another person to carry a concealed weapon on University property.
 - (2) For good cause, LUPD shall deny approval of such person to carry a concealed weapon on University property, or shall restrict or revoke prior approval to carry a concealed weapon on University property.
 - (3) In such cases, final determination of whether to approve, restrict or revoke a person's privilege to carry a concealed weapon on University property shall be made by LUPD.

Section 5. Procedure to Approve Persons to Carry Weapon

- A. To obtain permission to possess, store, or carry a concealed weapon pursuant to this policy, a person must submit a complete application to LUPD to carry a concealed weapon on University property and be approved prior to bringing a weapon upon University property.
- B. To complete the application, the person must:
 - (1) Contact LUPD by phone, email, or in person at the LUPD office (contact information as follows: (434) 592-7641, LUPD@liberty.edu, 1971 University Blvd, Green Hall, Terrace Level Suite 700) to request an application, which shall be delivered by LUPD as soon as practicable;
 - (2) Provide LUPD with a copy of the person's valid concealed weapons permit that is recognized by the Commonwealth of Virginia;

- (3) Provide the person's name, date of birth, current residential address, phone, email and, if applicable, proof of current faculty, staff or student status; and
 - (4) Provide the make, model and caliber of the concealed weapon the person desires to carry, its serial number, if any, and any other distinguishing information about the concealed weapon that will enable LUPD to match it to the applicant.
- C. Within 15 business days of submitting a complete application, LUPD shall provide the person with a written response indicating whether the person is authorized to carry a concealed weapon or not, and if not, stating the reason(s) for denial. LUPD's authorization to carry a concealed weapon may not extend beyond the expiration date of the applicant's concealed weapons permit.
 - D. LUPD shall keep its records regarding applications and approvals of weapons permits confidential from all third parties, except Liberty University officials and as required by law or court order.
 - E. Each person authorized by LUPD to carry a weapon under this policy shall, while on University property and in possession of a weapon, keep a copy of LUPD's written response authorizing them to carry their weapon, and shall produce such written authorization immediately upon demand by any law enforcement officer or other Liberty University official.
 - F. LUPD shall post on its website this weapons policy in its entirety.

Section 6. Penalty for Violation of Weapons Policy

Any person found to violate a provision of Sections 2, 3, 4 or 5 of this policy will be subject to all appropriate penalties under University policy and applicable law. The University students who violate the above provisions of this policy may be subject to 30 misconduct points (and also a \$500.00 fine, 30 hours Disciplinary Community Service, & possible Administrative Withdrawal), or to such other penalties as may be prescribed in the Liberty University Student Honor Code for such misconduct.

Section 7. Storage of Weapons with LUPD

- A. Any University faculty, staff, or student who desires to store a weapon(s) with LUPD may, upon approval by LUPD, bring the weapon(s), unloaded, onto University property for storage with LUPD, using the procedure below.
- B. To be approved by LUPD for weapon storage, each person who desires to store a weapon with LUPD shall complete an application with LUPD indicating:
 - (1) the person's name, date of birth, current residential address (including dorm and room number, if applicable), phone, email and proof of current faculty, staff or student status;
 - (2) the make and model of any weapon, its serial number, if any, and the caliber of any firearm or air gun, and any other distinguishing information about the weapon that will enable LUPD to positively match the weapon to the applicant; and
 - (3) the amount and caliber of any ammunition or projectiles.
- C. For good cause, LUPD may not approve a storage application and shall inform the applicant of the decision and the reason(s) for it.
- D. Upon approval of a storage application, LUPD shall:
 - (1) authorize the applicant to bring the approved weapon(s) in a vehicle to the LUPD office, and

- (2) provide an escort to the person to bring the weapon(s) from the vehicle to the LUPD office.

- E. To protect the property rights of each person in his or her weapon(s), LUPD shall ensure that all weapons in its custody remain secure and unhandled, unless absolutely necessary for storage, retrieval, or storage rearrangement purposes.
- F. Within the designated hours for weapon check-out, LUPD shall retrieve and produce to the owner the requested weapon(s) upon the owner's request, presentation of valid photo identification, and the owner's completion of a check-out form which details the check-out time of the weapon(s), where the weapon(s) will be used and for what lawful purpose, and when the weapon(s) will be checked-in. LUPD shall provide the person with a receipt showing all the above check-out information.
- G. If LUPD has reason to believe return of the weapon(s) upon request poses a danger to the safety of the weapon owner and/or others, LUPD may delay or reasonably condition release of the weapon(s).
- H. LUPD shall keep records of every such transaction, and shall adopt measures to ensure the timely check-in of all weapons.
- I. Persons who are approved to store weapons with LUPD shall immediately upon entry upon University property, bring the weapon to the LUPD office in a vehicle. The weapons may not be brought from the vehicle to the LUPD office without an escort provided by LUPD.

Section 8. Penalties for Violation of Weapons Storage Procedures

Any person who violates a provision of Section 7 of this policy will be subject to all appropriate penalties under Liberty University policy and applicable law.

7.5 SAFETY

A good safety record is the result of all employees having a positive attitude toward their job and the safe working conditions provided to all employees. Accident prevention and efficient production go hand in hand. For this reason, it is important that all employees follow common-sense safety practices. Employees should report any unsafe working condition or defective equipment to the supervisor. Any and all injuries, no matter how small, should be reported to the supervisor. Many departments have specific safety codes pertaining to job function. Employees are required to be familiar and abide by all safety regulations specific to their job.

The University strictly complies with all regulations and codes under OSHA and other prevailing safety codes pertaining to the operations of our business. All employees are expected to be familiar with and strictly abide by all OSHA standards and other codes and regulations pertaining to their specific job responsibilities.

Violation of these rules can lead to disciplinary action, up to and including termination. More importantly, failure to follow safety rules and guidelines can result in serious injury to employees and customers.

Emergency Evacuation Policy: In the event of a fire or other life-threatening emergency, all employees shall cease all activity and clear the building(s) by the nearest exit. Employees should familiarize themselves with the most direct route(s) and other safety features of individual work sites. Employees are expected to physically participate in all emergency notification/fire drills.

7.6 SECURITY INSPECTIONS

The University wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the University prohibits the possession, transfer, sale, or use of such materials on its premises. The University requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the University. Accordingly, any agent or representative of the University can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

An employee's consent to such searches is required as a condition of becoming and remaining an employee of the University. An employee's refusal to consent to any such search will result in disciplinary action, up to and including termination, even for a first refusal.

7.7 TRAVEL AND ENTERTAINMENT

Employees should refer to the Travel, Meals, and Entertainment Policies and Procedures manual residing on the Procurement Travel Office at:

<http://www.liberty.edu/financeadmin/procurement/index.cfm?PID=26840>

The responsibility to observe these guidelines rests with the person traveling, entertaining or incurring meal expenses on behalf of Liberty University, budget manager, department head, and Division Leader who certifies conformance to these guidelines by approving expenditures. Faculty, staff, and others acting on behalf of the University are expected to be knowledgeable of both University and departmental policies and procedures that govern their travel, and non-travel business expenses. While every guideline may not be stipulated within this document, it is the responsibility of the employee or nonemployee to incur only ordinary and necessary travel and business expenses in the conduct of official University activities.

Any requests for exceptions to this policy must be approved by the traveler's Division Leader (VP/Dean) and submitted in writing to the Procurement Travel Office prior to travel.

Departmental policies apply only to the approval to travel and incur non-travel expenses and the assurance that the proper funds are available to cover the expenses.

Faculty, staff, and others conducting official University business are required to sign the [Travel Policies and Procedures Acknowledgement Letter](#) at the beginning of each fiscal year, and at the beginning of their employment with Liberty University.

7.8 VEHICLE SAFETY and APPROVED DRIVERS

Policy Purpose and Objectives

The primary purpose of this program is to provide for the protection and safety of human life.

A secondary objective is the protection of Liberty University (“the University”) assets, and managing the direct and indirect costs associated with vehicle accidents, equipment damage and loss of use.

The third objective is to avoid unfavorable publicity that may arise from vehicle accidents, or the inappropriate use or operation of University vehicles.

Vehicle Policy Definitions

University vehicle defined: For the purpose of this program, “University vehicle” shall include any University-owned vehicle; any vehicle leased or rented in the name of Liberty University for University-related purposes; or any vehicle used by Liberty University personnel for conducting University business.

University Approved Driver defined: For the purpose of this program, “University Approved Driver” applies to University employees (including all volunteer drivers) who have satisfactorily met all requirements and who have been approved to operate a University vehicle. No employee will be permitted to drive on University business without being designated as a University Approved Driver.

To be a University Approved Driver, employees must have valid drivers’ licenses for the class or type vehicle operated and who have completed the approval process. This includes standard state-issued drivers’ licenses for private passenger vehicles, and Commercial Drivers Licenses for larger vehicles - with appropriate endorsements as applicable. As part of the verification process, employees seeking approval to operate University vehicles or drive their personal vehicles for business purposes must have a current valid drivers’ license. Furthermore, University employees residing in Virginia and seeking initial approval must submit a copy of their Motor Vehicle Report (MVR), which can be obtained at any Virginia Department of Motor Vehicles office, or on-line at:

<https://www.dmv.virginia.gov/dmvnet/online.asp>.

This report must be submitted to the Human Resources Safety Manager within 10 days of issue.

Employees with drivers’ licenses from other states should obtain a Motor Vehicle Report from their issuing state’s DMV, RMV, etc. Links to the individual state agencies can be found at:

<https://firstgov.gov/Topics/MotorVehicles.shtml>.

Employees with foreign (non-USA) drivers' licenses should comply with the licensure requirements developed by the U.S. Department of State, which are recapped at:

<https://firstgov.gov/Topics/ForeignVisitorsDriving.shtml>.

Driver Screening/Eligibility Requirements: To complete the approval process, the University requires that University Approved Drivers maintain a satisfactory driving history, as documented by the employee's Motor Vehicle Report (MVR). The enclosed evaluation criteria will generally be used to determine the approval of all University drivers. Following the initial approval, maintenance of the Approved Driver designation is required, with validation through a periodic MVR.

Process for Becoming an Approved Driver: Online process can be found on:

<https://www.liberty.edu/index.cfm?PID=18056>

Liberty University's Vehicle Operational Requirements

It is important that each driver, while using any University vehicle or while using his or her personal vehicle for business purposes:

- ❖ Keep safety above expediency at all times, while ensuring the safety of the driver, vehicle passengers and the public.
- ❖ Comply with all traffic laws and regulations – including, but not limited to, proper licensure to operate the appropriate class of motor vehicle; maintaining vehicle speeds at or below the posted speed limits; adhering to all traffic control devices (stoplights, stop signs, etc.).
- ❖ Operate the vehicle in a defensive manner to prevent accidents, despite the actions of others or adverse driving conditions (weather, road condition, etc). In short, exhibit defensive driving practices at all times.

General Vehicle Usage:

For routine business usage, Liberty University requires the use of University-owned vehicles; or, while traveling for University-related purposes rented or leased vehicles from University-approved vehicle leasing companies or organizations. The use of personal vehicles for University-related purposes should be minimized.

University-owned or leased vehicles are only to be used for approved Liberty University activities. No other use of University vehicles is permitted unless there is specific written permission obtained from the University's officials and Human Resources. No personal use of University vehicles is permitted - unless there is specific permission obtained from the University's administration. Personal use of a University-owned vehicle is considered a taxable benefit to the employee under IRS regulations.

University-owned or leased vehicles are only to be operated by University-employed drivers who are listed as University-Approved Drivers in a current status. To obtain approval, the employee's supervisor must add employee into the Driver Portal and employee must successfully meet all requirements for approval.

<https://apex.liberty.edu/apex/banprd/f?p=220:1:105012998862411>

To further assure that University vehicles are operated in a safe and efficient manner, the University may require periodic driver training to help foster safe and defensive driving practices. These training sessions may be individual, on-line training modules to be completed within a pre-established timeframe; or group-training activities organized within departments with large numbers of drivers or vehicles. Training activities will be tracked and evaluated accordingly; plus there may be additional training needs identified that are based on the employee's accident experience, reports of unsafe vehicle operations, or other factors such as Department of Transportation (DOT) regulations, that may warrant the need for additional training or supervision.

No spouses or family members may operate any University-owned or leased vehicle, unless specific approval is obtained in writing from appropriate University officials.

Absolutely no unauthorized drivers are allowed to operate any University-owned or leased vehicle, or operate a personal vehicle for business use.

No unauthorized vehicle occupants are allowed in University vehicles, unless specifically authorized beforehand. This includes friends who are not University employees/students. No hitchhikers are allowed at any time.

There shall be no unauthorized use of University vehicles. This includes unauthorized towing, unauthorized hauling of non-University material or property, using University vehicles on non-public or off-road roadways (unless as part of designated work duties), etc. Unless specifically allowed, University vehicles should not be used for transporting canoes, kayaks, bicycles, etc.; and non-standard racks or carrying devices should not be attached to University vehicles.

No use of University vehicles (or personal vehicles while being operated on University business) is permitted while the driver is under the influence of drugs or alcohol. This includes illegal substances, doctor prescribed medications, and over-the-counter medications for pain or illnesses that may affect a driver's perception and/or ability to safely operate motor vehicles. All drivers should read and follow the warnings listed on any medications they may be taking. All employees operating vehicles for business purposes are required to notify their supervisor if they are using such a medication. All employees are required to strictly adhere to the University's policies on prohibited drug and alcohol use, which also addresses prescription drugs that may interfere with the employee's driving ability or performance of normal duties.

No use of University vehicles (or use of personal vehicles while being operated on University business) is permitted while the driver is actively using electronic communication devices, or engaged in any activity that could result in the driver being distracted. The driver's use of cell

phones, text messaging devices, laptop computers, etc. is strictly prohibited while operating any vehicle.

Employees driving non-owned University vehicles (personal vehicle) for University business must be insured and have evidence of current personal auto liability insurance coverage at no less than the minimum insurance coverage required under law.

Parking of University vehicles should always be in safe and appropriate locations. Consideration should be given to driver/occupant safety, especially when parking University vehicles on the street in areas that may be subject to crime. The vehicle's driver is responsible for paying parking fees (which are subject to re-imbursement when associated with conducting University business); but the University is not responsible for any parking tickets or towing charges associated with improper parking.

Driver/Occupant Responsibilities:

- Safety in University vehicles and personal business-use vehicles is a responsibility that is shared among drivers, passengers and the University.
- Defensive Driving – The driver must defensively operate the vehicle at all times in such a manner as to prevent collisions in spite of the actions of others or the presence of adverse driving conditions.
- Decisive Driving – The driver must make the correct and appropriate decision at the proper time so as not to confuse others.
- Dependable Driving – The driver must be consistent in driving behaviors, making the correct decisions and applying the appropriate defenses to the situations encountered.
- The use of safety belts is required at all times by all drivers and all vehicle occupants. “It’s the Law” – buckle up, passengers included! The driver is not to move the vehicle until all passengers are properly buckled up.
- Obey all traffic laws and regulations. The driver is responsible for all fines arising from moving violations and parking infractions. In addition, moving vehicle violations may affect the driver’s approval status and ultimately may affect his or her employment status.
- Report any mechanical issue of a University-owned vehicle to the appropriate authority and/or to Liberty University’s Transportation Department. Never operate a vehicle known or thought to be unsafe.
- Maintain a safety consciousness for all occupants of the vehicle, and the public at large. Always be aware of pedestrians and yield the right of way to pedestrians even if they are crossing your path inappropriately.
- Observe common courtesy toward other drivers and the public, and maintain a courteous attitude at all times. Your behavior as a driver reflects on both you and the University.
- Check to see that all items and personal belongings are secured in the vehicle while the vehicle is in motion, and that all personal belongings (and any trash) are removed from

University vehicles at the end of the trip. Liberty University assumes no responsibility for personal items left in vehicles.

- All non-assigned University-owned vehicles must be returned in the same condition (or better) from which the vehicles were obtained. Fuel levels should be replenished, trash removed, etc.
- Each driver should conduct a visual inspection of his or her assigned vehicle on a daily basis. Items to specifically check before proceeding include the vehicle's braking system and steering mechanism, tire conditions and the operation of headlights, turn signals and windshield wipers. More detailed inspections, including checking lubricating oils and fluids, tire inflation, etc., should be performed at routine intervals.
- Generally speaking, the driver is responsible for any damage that occurs when the University-owned or leased vehicle is in his or her possession. When obtaining a vehicle, whether it is University owned or leased, the driver should always inspect the vehicle for any pre-existing damage – including paint and exterior damage, cracked glass, etc. Any damage should be duly noted before the vehicle is driven away.
- Smoking is not permitted in any University-owned vehicle.
- University-owned and assigned vehicles should be maintained in a clean condition, both inside and out. No non-approved decals, stickers or other materials should be visible in University-owned or assigned vehicles without prior management approval.
- Drivers must immediately notify their supervisor and the Human Resources Department if they receive any moving vehicle citation while operating a University-owned or leased vehicle; or if they receive a moving vehicle citation in their personal vehicle that may impact their ability to legally operate any vehicle. Any convictions of moving vehicle violations and any suspensions of driving privileges should also be reported immediately. Failure to report moving vehicle citations and/or license suspensions may result in removal as an approved driver of University vehicles, and could lead to disciplinary actions, up to and including termination of employment.

Vehicle Accidents or Other Mishaps:

Any accident, collision or mishap involving a University-owned or leased vehicle or personal vehicle while being used for University business must be promptly reported. In the event of an accident:

- ✓ First, check to see if everyone is Okay. Obtain medical assistance if needed.
- ✓ For all vehicle-related incidents occurring on campus, contact the Liberty University Police Department. For emergency situations, call (434) 592-3911; or, for non-emergency situations, call (434) 592-7641.
- ✓ For vehicle-related incidents occurring off-campus, notify local law enforcement if there is any possibility of personal injuries, any damages to non-University vehicles, or if physical damages to the University vehicle can be expected to exceed \$500. In most localities dialing 911 is usually appropriate following any incident where personal injuries may be present or vehicles are not operable. Local law enforcement agencies may not respond to all incidents (especially minor incidents and/or incidents that do not occur on public roadways), but

notification should still be made and documented. If the incident occurred on private property, take notes or photos of the scene and if applicable, move the vehicle out of harm's way to gather additional information.

- ✓ Gather appropriate information, including date/time of the incident, who or what was involved (including information on the other vehicle and/or its driver - if another vehicle was involved), weather or lighting conditions, and names, address and phone numbers of any witnesses. Note the names of the passengers in your vehicle and the number of occupants in the other vehicle (and obtain their names and ages if possible).
- ✓ Fully cooperate with police and other officials immediately following an accident or during the initial accident report; however, when driving a University-owned vehicle or while conducting University business avoid offering any opinion as to fault or admission of guilt to police, officials, or other persons involved in the accident as a participant or witness. If pressed, simply say that the matter will be turned over to the University and its insurance company.
- ✓ As soon as practical, notify your immediate supervisor and the University's Human Resources Safety Manager. If possible, call from the scene of the incident as someone from the University may be able to come to the scene to assist. Complete an Accident Report within 24 hours of the incident. The Liberty University Police Department or Human Resources will provide the necessary form(s) for completion.
- ✓ All vehicle-related incidents must be reported to the University's HR Safety Manager even if there are no apparent injuries and/or damages are perceived to be insignificant. This includes all incidents involving a personal vehicle while being operated for University business.

Components of Approved Driver Qualifications

Any prospective driver operating a vehicle for University business must have a valid Driver's License with the proper class and endorsements for the type of vehicle to be operated.

The prospective driver should be 21 or older. No students should operate University-owned vehicles; or, if they are allowed to operate a University vehicle, the supervisor will provide written approval (and the student must possess a valid driver's license and meet the other approval criteria).

Determination of University Approved Drivers, from Reviewing the prospective University Driver's Motor Vehicle Report (MVR)

<p>MAJOR VIOLATIONS</p> <p>Convictions for:</p> <ul style="list-style-type: none"> • Negligent Vehicular Homicide • Vehicular Manslaughter • Felony Hit and Run • Drag racing • Driving Under Influence within the last 5 years • Reckless or Careless Driving within the last 5 years • Assault involving a motor vehicle <p>OTHER MOVING VEHICLE VIOLATIONS</p> <p>Convictions for:</p> <ul style="list-style-type: none"> • Passing a stopped school bus • Moving Violations: <ul style="list-style-type: none"> ☐ Speeding ☐ Improper or excessive lane changes ☐ Following vehicle ahead too closely ☐ At fault accidents ☐ Running a red light or stop sign ☐ Failure to yield ☐ Other violations resulting from an at-fault accident(s) 	<p>UNACCEPTABLE</p> <ul style="list-style-type: none"> • One or more Major Violation within the last 5 years • Three (3) or more moving violations within the last 40 months • One at-fault accident, and one or more moving violations within the last 3 years – not involving the same incident • Two (2) or more at-fault accidents within the past 3 years <p>ACCEPTABLE</p> <ul style="list-style-type: none"> • The driver has minor violations but the violations do not meet the UNACCEPTABLE criteria <p>CLEAN (ACCEPTABLE)</p> <ul style="list-style-type: none"> • No violations listed on the MVR for the past 5 Years
<p>Not-at-fault accidents, failure to wear seat belts and improper equipment are not generally considered barring violations; however, the employee may still be deemed unacceptable at the sole discretion of the University.</p>	

Personal Liability

The University-owned vehicle's assigned driver will be required to pay the deductible fee (up to a maximum of \$500) for:

- a) Any at-fault accident or collision, in which the driver was charged and convicted of a moving vehicle offense.
- b) If the driver was irresponsible in any incident involving a University-owned vehicle or if the incident or mishap was judged to be preventable from the University driver's perspective, using the National Safety Council's guidelines on determining the preventability of motor vehicle collisions.

Personal vehicles driven for University business follow the terms and conditions of the driver's personal insurance policy as underwritten, and all deductible fees or other financial obligations are the sole responsibility of the driver.

In addition, driver negligence or violations of this vehicle policy, as determined by the University, may result in removal from the Approved Driver List and may result in disciplinary actions, up to and including termination of employment.

Policy Revised: September 15, 2016

**Liberty University Vehicle Safety Policy
Liberty University Approved Drivers
Acknowledgement**

I hereby acknowledge receipt of the Liberty University Vehicle Safety Policy.

I also certify that I have had an opportunity to read and become familiar with the terms and conditions of this Policy and agree to abide by the Policy as set forth. I understand and agree that the University reserves the right to amend, alter or abolish any or all of the terms of this Policy as circumstances warrant with or without advance notice, and as prescribed by law.

I understand that this Policy now replaces and supersedes any previous verbal or written policies, understandings or agreements concerning the Liberty University Vehicle Safety Policy and conditions therein.

Nothing in this Policy or Policy Acknowledgement is intended to set forth either expressed or implied contractual obligations of the University. I understand that I am an employee at-will with Liberty University; and as such, that we each remain free to terminate the employment relationship with or without advance notice for any reason or for no reason at all.

I understand this policy will be used in conjunction with any other policies or regulations specific to the performance of my job, if any. These include, but are not limited to regulations under the Department of Transportation (DOT), Departmental Standard Operating Procedures, and job descriptions.

Approved Driver's Signature:	Date:
Approved Driver's Name (Printed):	

7.9 TRAFFIC AND PARKING REGULATIONS

All employees of the University are expected to familiarize themselves with and abide by the parking and traffic regulations of the University. A copy of the **Liberty University Police Department (LUPD) Traffic and Parking Regulations Handbook** is available through the Security Office.

Employees can access the current information at:

<http://www.liberty.edu/administration/lupd/index.cfm?PID=1228>

7.10 SUICIDE PREVENTION PROCEDURE

If a staff, faculty or administration member comes in contact with a student who is in crisis or is experiencing suicidal thoughts and is requesting immediate counseling, the following steps will be taken:

- The faculty, staff or administration member will contact the Dean of Students Office and LUPD (434-582-3911 or 434-592-3911) immediately, stating they have a student in crisis who is requesting immediate counseling.
- The Dean of Students Office will contact the Student Counseling Services on call representative at 434-841-2272.
- In the event that a Student Counseling Representative is unavailable, LUPD will transport or contact ambulance service for transport to Lynchburg General Hospital.

Note: This expense will be covered by the student's insurance or by the student.

7.11 CHILD ABUSE REPORTING REQUIREMENTS

The Virginia Legislature has extended reporting requirements, effective July 1, 2012, mandating that every employee of a public or private institution of higher education who, in his or her employment capacity, has reason to suspect that a child (under the age of 18) is an abused or neglected child, has a responsibility under law and must report the suspected child abuse or neglect within 24 hours. This report must be made to the local city or county Social Services office where the child resides, where the abuse or neglect is believed to have occurred, or to the Virginia Department of Social Services toll-free child abuse and neglect hotline (800) 552-7096.

If any employee of Liberty University fails to report suspected abuse within 24 hours, he or she may be criminally charged with failure to report such abuse or neglect and the employee may have to pay a fine of \$500 for the first offense and not less than \$1,000 for the second failure to report. If the child abuse involves certain types of sexual abuse, the employee who knowingly and intentionally fails to make the required report shall be guilty of a Class 1 Misdemeanor. The law provides that no mandatory reporter, which includes all LU employees, shall be required to make a report if the employee has actual knowledge that the same matter has already been reported to the local Social Services office or via the toll-free child abuse and neglect hotline.

The University strictly complies with the letter of the law as well as the spirit of the law. This policy applies to all LU employees. We have adopted the following employee policy in this regard:

Employee Mandatory Reporting Requirements for Child Abuse and Neglect

The University strictly abides with the reporting requirements as mandated under Virginia Code 63.2-1509. All employees are required to report any suspected child abuse or neglect of any child under the age of 18 that they have knowledge of through their employment capacity regardless of the nature of the abuse or neglect, the identity of the suspected perpetrator of the abuse or neglect, or the location in which the suspected abuse or neglect occurred.

Any employee who, in his or her employment capacity, has reason to believe or reasonably suspects child abuse or neglect has occurred in association with any LU affiliated person, property, business or activity, should inform University authorities as soon as possible.

- In order to file a report, contact the Liberty University Police Department (LUPD) by calling (434) 592-7641; no longer than 12 hours after first suspecting abuse or neglect so that the University can respond within the 24 hour requirement. LUPD will investigate the report and file the report with the Department of Social Services as required.
- In the event any employee witnesses any form of child abuse as outlined above, notify any Liberty University police officer by calling (434) 592-7641 immediately.
- If an employee has reported suspected abuse or neglect to LUPD and has not received confirmation that the matter was reported to the local or state Social Services before the 24-hour mandatory deadline has expired, the employee must report the abuse or neglect directly to Social Services by the reporting deadline required by law. Immediately following a direct report to Social Services, the employee must notify LUPD and provide details of when the report was originally made, who received the report and any communications resulting from the report.

No employee will suffer any retaliation or adverse employment action based on filing a good faith report or for participating in any investigation of suspected child abuse or neglect. Any employee who intentionally fails to timely report suspected child abuse or neglect or fails to timely report child abuse or neglect that the employee should reasonably have suspected, the employee will be subject to discipline up to and including termination and may also be subject to criminal charges.

7.12 SMOKING

The University campus and all properties and facilities are no-smoking zones. Smoking, including vapor cigarettes, is strictly prohibited in any University facility located on any University property, University vehicle or equipment.

7.13 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the University, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

All visitors should enter through the Visitor's Center. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the University's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the Visitor's Center.

CHILDREN IN THE WORKPLACE

It is the desire of the administration of the University to maintain a proper standard of professional office etiquette during the business day as well as minimize the responsibility of the University in regard to potential injuries children may incur while visiting the office of a family member.

Consequently, employees will not be permitted to bring their children to their offices during business hours. The administration of the University understands the necessity many employees face concerning the use of day care. For this purpose, day care is available at Liberty Christian Academy at the employee's expense.

7.14 USE OF UNIVERSITY PHONES, FAX, SCANNERS AND MAIL

The University recognizes that employees must sometimes place or receive personal calls on workplace telephones. However, the telephone system is intended primarily to serve the needs of the business, and it is essential that personal use does not interfere with that purpose. The University reserves the right to monitor the telephone system and may periodically review the general use of each extension. Certain equipment may be recorded, and recordings remain the property of the University. Employees should minimize the number of personal communications and schedule so as not to interfere with the performance of their duties.

Facsimile, Scanners and Printers: Employees should minimize their use of workplace equipment for personal purposes. Personal usage can impede the normal flow of business, incur unnecessary expense, and reduce productivity.

Postage, shipping and mail services: These systems are business use only. Employees are prohibited from utilizing for personal use.

Cell phones: Employees should use good judgment with the amount of time spent on outside personal communications of any nature (including texting) during working hours, keeping personal use to a minimum in order to avoid interruptions that can effect individual performance, affect safety and business or create a poor image. Employees with University cell phones should follow all requirements as dictated by the department and job function.

No packages or mail should be sent to the University's premises. However, if any arrive they are subject to the same treatment as all other University mail and packages, and carry no right of privacy.

7.15 RETURN OF PROPERTY

Employees are responsible for the safekeeping of all University property in their possession or control, and as assigned to them, including but not limited to: all keys, badges, cards, equipment, materials and written information. On or before the employee's last day of work, the employee is required to return all property. Where permitted by applicable laws, the University may withhold from the employee's final pay the cost of any items that are not returned as required. Also, the University reserves the right to take any legal actions, including reimbursement of attorney's fees, as allowed to them under law to recover or protect its property.

7.16 LOST AND FOUND

The Lost and Found Office is coordinated by the Liberty University Police Department (LUPD) and located in the DeMoss Building and LUPD. All employees are expected to utilize this office in the event they find a lost article.

The office will be open 25-30 hours a week. The schedule will change from semester to semester, and operational hours will be posted on the door.

If these times are not conducive to the needs of an employee, please contact the Liberty University Police Department to make a more suitable arrangement.

Section 8: BENEFITS

8.1 GENERAL INFORMATION

All benefits are available to employees who are classified as benefitted full-time, regular employees working a normal workweek of no less than 40 hours. A list of these benefits can be found on the Human Resources website. Employees should access this site for additional information.

All employees working a normal workweek of no less than 30 hours are eligible to participate in the health care insurance programs of the University. Employees should access the Human Resources website for additional enrollment information.

All employees working a normal workweek of no less than 20 hours are eligible to participate in the 403(b) plan if they meet the criteria of the plan. Employees should access the Human Resources website for additional enrollment information.

New Hires:

Coverage for the benefits is generally effective the first day following 60 days of full-time active service, or as otherwise stated. Employees must complete the online enrollment in the ADP HWSE benefits system within 45 days of hire to be covered. If an employee does not elect benefits when first eligible, he or she must wait until the next annual enrollment period, unless he or she experiences a change in family status or other qualifying event as defined by the IRS. Also, waiving their initial offer of insurance may seriously affect the level of coverage, and/or may require evidence of insurability.

Annual Enrollment:

Employees will have the opportunity to review and make changes to benefit elections each year at annual enrollment. Coverage for the benefits is effective July 1, of the current year and in some cases replaces insurance provided previously.

If an employee waives coverage or does not make an election by the required due date, the employee will not be eligible until the next enrollment period unless he or she experiences a change in family status or other qualifying event as defined by the IRS. Also, waiving voluntary election of insurance may seriously affect the level of coverage, and/or may require evidence of insurability.

When employees can make changes after initial offering at hire or annual enrollment:

In general, you may only make changes to coverage if you experience a change in family status which includes the following:

- Marriage or divorce
- Birth, adoption or change in custody of a child
- Death of a spouse or child
- Change of employment status
- Change of spouse's employment status or involuntary loss of insurance coverage

If an employee qualifies under any of the above exceptions, the employee is required to apply for coverage changes within 30 days of the effective date of the eligible status change, 90 days for the birth of a child. Any plan change the employee makes must be consistent with the change in family status. (For example, if an employee marries, changing health coverage from Employee Only to Employee and Spouse, but the employee cannot move from the original elected health plan to another.)

Enrolling in Benefits:

To enroll in benefits, visit the Benefits page at: <https://www.liberty.edu/index.cfm?PID=731>.

The University reserves the right, in its sole discretion, to amend, modify, alter, suspend or terminate in whole or in part any benefits offered, other than as may be required by law.

PREMIUM CONVERSION PLAN:

The University offers a Section 125 Premium Conversion Plan which allows employees to pay for health, dental and many other premiums with pre-tax dollars. Applicable premiums, if any, will be automatically applied.

8.2 HIPAA PRIVACY POLICY

The University complies with the Health Insurance Portability and Accountability Act (HIPAA). The University does not normally disclose any medical information collected in the course of administering employment policy to any third party without the employee's signed authorization of release, with the exception of certain state or federal agency requirements under law.

The University does not typically collect or store any health information pertaining to employees with the exception of those positions requiring physicals for eligibility certifications/licensing to perform certain duties for the University, or medical information collected by the University in the course of performing duties associated with providing worker's compensation, leaves under FMLA, ADA or other extended medical condition leaves. This information is not stored with the employee's personnel file, but is stored separately in a contained and locked area.

8.3 BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the University's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Liberty University's group rates plus an administration fee.

The University provides each eligible employee with a written notice in the Health Plan Document describing rights granted under COBRA when the employee becomes eligible for coverage under the University's health insurance plan. The notice contains important information about the employee's rights and obligations. Employees will be given formal notice of their federally mandated COBRA rights upon occurrence of a qualifying event.

8.4 WORKERS' COMPENSATION INSURANCE

The University provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work related injuries or illnesses should inform their supervisor and the Human Resources Office immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the University nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Liberty University.

8.5 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Liberty University provides employees with an Employee Assistance Program (EAP) through the Hartford Insurance Company, at no cost to the employee. The program is designed to improve your wellbeing by helping you resolve a problem before it becomes too overwhelming or costly. Licensed clinicians and other professionals are always available to help you and your household members with the following:

- Marital/relationship or family problems
- Childcare and elder care resource assistance
- Financial concerns
- Alcohol and drug issues
- Depression and anxiety
- Legal concerns
- Feelings of overwhelming loss and grief
- Times of crisis

Employees may contact the Hartford Ability Assist (EAP) at (800) 964-3577.

8.6 CONTINUING EDUCATION

Purpose

Continuing Education (CE) enables full-time benefited staff employees to begin or further their education.

Eligibility

The benefit is available to full-time benefited staff employees who have worked a minimum of 6 months after being classified as a benefited employee (for most this will be the date of hire). Employees using this benefit must be accepted into a degree program. The employee must be actively at work in their normal place of business at the time of application, enrollment and start of classes. Employees who are on approved paid or unpaid leave may apply upon returning to work in a full time capacity. This benefit is contingent upon management approval.

Conditions of Benefit

The Financial Aid Satisfactory Academic Progress (SAP) policy is incorporated into the CE benefit. Staff must adhere to this policy. The maximum number of hours allowed shall be the minimum number of hours required to complete their degree. In addition, any employee taking a course must be admitted into a degree program before using the CE benefit. In the event of an involuntary termination, the individual may be immediately withdrawn from school. If the individual is immediately withdrawn from school, he/she must take off one full semester before re-enrolling.

Coverage of Benefit

Tuition/Fees – The CE benefit will cover tuition and seminary fees. The activity fee will be waived, however, if the employee elects to use the LaHaye Student Center or attend LU sporting events, applicable fees will be charged to the employee.

Programs Not Covered — The CE benefit does not include the following programs: Doctor of Osteopathy, Law School, degree programs or JURI courses offered by the Law School, A.A. and B.S. in Paralegal Studies, M.B.A.–American Legal Studies, M.B.A.–International Legal Studies, (undergraduate or graduate certificate programs).

Waiting Period – The employee must be benefited for a minimum of 6 months before being eligible to take his/her first course using the CE benefit. If the full 6 months has not been reached before the start of the course, the employee must wait until the next sub-term to use the CE benefit.

The CE benefit covers no more than the minimum hours* required in the program at each degree level, i.e. associate's, bachelor's, master's, doctoral, in the resident or online learning programs of the University.

*Please see Coordination of Benefits section if the employee has already attempted hours toward a degree he/she is seeking to complete.

Taxation

The IRS allows for tax-free tuition assistance under IRC 117 for all undergraduate classes taken at Liberty, as well as graduate classes of those employees performing teaching or research for the University. The University also provides the benefit for graduate classes to employees under IRC 127. Employees taking graduate courses are not taxed on the first \$5,250 of tuition value in any one calendar year. Employees enrolled in graduate classes that exceed the \$5,250 value allowance in one calendar year will have the dollar value over and above the \$5,250 allowance added to their reportable income. The IRS requires that all reportable tuition reduction be reported through payroll and taxed in the year the classes were taken. The only exemption to taxation are those employees enrolled in graduate classes who are performing teaching or research for the University and/or those qualifying classes required by the University to maintain licensing, certification or other specific CEU (Continued Education Units required by authorizing licensing and/or certifying agencies).

Employees who believe they may meet the taxation exclusion for graduate courses due to performing teaching or research for the University should fill out the *CE and DGIA Tax Exemption Form* requesting authorization, have it signed by the appropriate supervisory party as indicated on the form, and return to HR for approval. The form can be found on the HR website. This form should be filled out as soon as possible after enrolling in any graduate classes.

Taxation of the Benefit – Administrative Process

Since the IRS requires the University to deduct regular withholding taxes from any graduate tuition amount over the \$5,250 tax allowance and many employees meet this threshold early in the year, HR has instituted a process to periodically assess when an employee has or will exceed the \$5,250 tax allowance threshold. This process allows the employee to pay the taxes associated with the benefit as required by the IRS on a “pay as you go” pro-rata basis during the year, eliminating the year-end impact of the full benefit addition to income and taxation.

Off-Campus Courses

The amount per fiscal year is \$1,500 for course work completed at an institution other than Liberty. These courses must be for degree seeking students only and can only be taken if the course(s) counts towards the completion of the degree they are currently seeking and are not offered by Liberty University Online or resident programs. These courses may be taxable as well if dollar value combined with other taxable tuition reduction exceeds the \$5,250 annual tuition tax allowance.

Restrictions

- Employees may take up to 18 credit hours per academic year.
- Staff will make up time missed due to taking a resident course during their scheduled work week.
- All course work is contingent upon supervisor approval.

Intensive Courses

A maximum of two intensives (courses offered during one or two week blocks of time) can be taken each calendar year. However, the employee must use approved vacation time for intensives. A

request for vacation and/or personal time approved by a supervisor must be turned in **with the CE form, 3 weeks prior to the financial check-in date.**

Coordination of Benefits

Degree at LU

If a degree was earned at LU, the employee may not use the education benefit to complete another degree at the same level.

Degree at Another Institution

If a degree was earned at another institution; the employee may use the education benefit to complete another degree at the same level.

Degree in Process

All hours at Liberty University or through Liberty Online will go toward the minimum number of hours to complete the degree. Once the minimum number of hours required to complete the degree is reached, no more hours will be available to take courses at that same degree level.

- Employees already taking a course(s) using either the DGIA education benefit or university scholarship may not change to the CE benefit until the start of the next term.

Prerequisites

Prerequisites will be covered under CE when required for a graduate degree program in which the employee is majoring.

Process**

Undergraduate Students

- Undergraduate students must complete and submit the Free Application for Federal Student Aid (FAFSA) each year that they are enrolled. If the FAFSA application is selected for verification the employee must provide requested documentation to the Financial Aid Office.
- In addition, the Virginia Tuition Assistance Grant (VTAG) application must be completed – regardless of major – by the required published deadline which occurs before the student's first academic year of enrollment.
 - In certain circumstances the employee may be required to complete another VTAG application. If this is required, a Financial Aid representative will contact the employee.

Graduate Students

- Graduate students are not required to submit the FAFSA or VTAG applications.
- Only students under a qualifying graduate degree will be required to complete a VTAG application. Students who may be eligible for graduate VTAG should apply in ASIST for the VTAG funds before the state deadline of July 31st. Examples of previously eligible graduate programs include: MSN: Adult/Acute CNS Track (MNAC); MSN: Community Track (MNCT); MSN: Nurse Educator Track (MNED); MPH: Nutrition; MPH: Health Promotion.

All Students

- An application for CE must be completed and received by Human Resources a minimum of 3 weeks prior to the Financial Check-In date. Late forms will not be processed. The CE form may be obtained on-line from the Human Resources website (www.liberty.edu/hr) by visiting the HR Forms Library.
- An employee taking a course during his/her work schedule must also include documentation showing how this time will be made up. The supervisor must sign this documentation.
- Intensives Courses – In addition to completing the CE application, an approved P1 is required prior to the start of the course, requesting vacation and/or personal time whenever an employee takes an intensive. These requests must be submitted a minimum of 3 weeks prior to the Financial Check-In date. Late forms will not be processed.
- Off-Campus Courses - The employee will complete the CE application before taking the course and include a copy of the course description from the college/university from where he/she is taking the course.
 - Funds will be reimbursed for courses taken off campus when the employee successfully completes each course satisfactorily and has submitted the appropriate expense documents (receipts and documentation of a passing grade of C or better) on a *Request for HR Disbursement* form to Human Resources.

****ALL forms must be received by HR no later than 3 weeks prior to the Financial Check-In date. Any forms received after this time will not be processed.**

Disclaimer – Participation in a degree program should not be construed as a condition for employment or a future promotional guarantee.

The University strictly follows all IRS regulations pertaining to a Tuition Reduction Program under IRC Section 117(d).

8.7 DEPENDENT GRANT-IN-AID

Purpose

Dependents (spouse and/or eligible children) of full-time benefited staff and faculty are eligible to receive grant-in-aid assistance (100% tuition reduction) to take courses at Liberty University.

Eligibility

Staff: This benefit is available to dependents of full-time benefited staff employees who have worked a minimum of 6 months after being classified as a benefited employee (for most this will be the date of hire). The employee must be actively at work in their normal place of business at the time of application, enrollment and start of classes. Employees who are on approved paid or unpaid leave may apply upon returning to work in a full time capacity.

Faculty: The benefit is available to dependents of full-time benefited faculty from the date of hire. Anyone using DGIA at the time he/she is hired into a full-time benefited position by Liberty University will be exempt from the six month waiting period under the Continuing Education benefit.

Dependent Eligibility

- (a) A spouse (unless employed as a full-time benefited employee of the University);
- (b) An unmarried son or daughter including an adopted son or daughter and stepson or stepdaughter.
 - 1) You will be required annually to submit the current year's tax return form showing your dependent is eligible. If you claimed your child as a dependent this will be a copy of your taxes. If you were unable to claim your child due to age or income you may submit a copy of their tax form.
 - 2) Dependent must be accepted in a degree program.
 - 3) A dependent in high school taking college level courses who qualifies in a special student status. The student cannot be enrolled in the Liberty Online Academy.
 - 4) The DGIA will cover until the end of the academic year in which he/she turns age 27.

Conditions of Benefit

The Financial Aid Satisfactory Academic Progress (SAP) policy is incorporated into the DGIA benefit. The maximum number of hours allowed shall be the minimum number of hours required to complete their degree. In addition, any student taking courses using DGIA must be admitted into a degree program before using the benefit.

Coverage of Benefit

Tuition/Fees – The benefit will cover tuition only and will not cover any fees.

The DGIA benefit covers no more than the minimum hours* required in the program at each degree level, i.e. bachelor's, master's, doctoral, in the resident or online learning programs of the University. The benefit does not cover Institutes or certificate programs.

Programs Not Covered — The CE benefit does not include the following programs: Doctor of Osteopathy, Law School, degree programs or JURI courses offered by the Law School, A.A. and B.S. in Paralegal Studies, M.B.A.–American Legal Studies, M.B.A.–International Legal Studies, (undergraduate or graduate certificate programs).

Waiting Period – The employee must be benefited for a minimum of 6 months before the dependent is eligible to take his/her first course using the DGIA benefit. If the full 6 months has not been reached before the start of the course, the employee’s dependent must wait until the next sub-term to use the DGIA benefit.

*Please see Coordination of Benefits section if the dependent has already attempted hours toward a degree he/she is seeking to complete.

Taxation

Employees will not be taxed for dependent(s) undergraduate degree tuition reduction. Graduate courses extended to the dependent(s) are fully taxable and the employee is subject to income reporting and regular withholding for the full tuition reduction value of graduate classes for their dependent(s). The only exceptions to taxation of graduate classes applies to those dependent(s) enrolled in graduate classes who are performing teaching or research for the University.

Dependent(s) who believe they may meet the taxation exclusion for graduate courses due to performing teaching or research for the University, should fill out the *CE and DGIA Taxation Exemption Form* to request authorization, have it signed by the appropriate supervisory party as indicated on the form, and return to HR for approval. The *CE and DGIA Taxation Exemption Form* can be found on the Human Resources website. This form should be filled out as soon as possible after enrolling in any graduate classes.

If using Continuing Education, the total amount of all taxable income and correlating withholding is calculated on a collective basis and includes the dollar value of all employee graduate courses over \$5,250 plus the full value of DGIA participant graduate classes during the calendar year.

Taxation of the Benefit – Administrative Process

Since the IRS requires the University to deduct regular withholding taxes from the full education reduction value of DGIA graduate classes (many employees meet this threshold early in the year), HR has instituted a process to periodically assess when an employee is subject to income reporting and taxation. This process allows the employee to pay the taxes associated with the benefit as required by the IRS on a “pay as you go” pro-rata basis during the year, eliminating the year-end impact of the full benefit addition to income and taxation.

Restrictions

- In the event the University employs both parents, the grant-in-aid is available through only one parent.
- If an eligible employee is married between the start of the semester/term and the ADD/DROP period, then HR will approve the DGIA for the dependent in the same semester/term. If the employee is married after the ADD/DROP period, then DGIA will not

be approved for the current semester or term, but would cover beginning the start of the next semester or term.

- The grant-in-aid, when combined with the Virginia Tuition Assistance Grant Program (VTAG) and federal Pell Grant, when applicable, shall not exceed the total tuition rate for the academic year.
- No other institutional aid can be combined with DGIA.
- The University reserves the right to never allow the grant-in-aid to overpay the account.

LCA Scholarship

A dependent who is also eligible for the LCA scholarship may continue on the LCA scholarship or elect to use the DGIA benefit. However, once the dependent has switched from the LCA scholarship to the DGIA benefit he/she will not be able to switch back to the LCA scholarship for any reason.

Coordination of Benefits

Degree at LU

If a degree was earned at LU, the dependent may not use DGIA to complete another degree at the same level.

Degree at Another Institution

If a degree was earned at another institution; the dependent may use DGIA to complete another degree at the same level.

Degree in Process

All hours at Liberty University or through Liberty Online will go toward the minimum number of hours to complete the degree. Once the minimum number of hours required to complete the degree is reached, no more hours will be available to take courses at that same degree level.

Prerequisites

Prerequisites will be covered under DGIA when required for a graduate degree program in which the dependent is majoring.

Process

- An application for DGIA must be completed by the employee in the DGIA portal. The portal is located on the Human Resources website (www.liberty.edu/hr) in the HR Forms Library (under benefits and education).
- The DGIA application should be completed in the portal by April 30th annually for the following academic year.
- Employee's not eligible for the Fall semester due to the waiting period, may submit the DGIA application once they become eligible.
- Employees who marry during the year may submit DGIA to cover their spouse.

Undergraduate Students

- Undergraduate students must complete and submit the Free Application for Federal Student Aid (FAFSA) each year that they are enrolled. If the FAFSA application is selected for verification the employee/dependent must provide requested documentation to the Financial Aid Office.
- In addition, the Virginia Tuition Assistance Grant (VTAG) application must be completed – regardless of major – by the required published deadline which occurs before the student’s first academic year of enrollment.
 - In certain circumstances the dependent may be required to complete another VTAG application. If this is required, a Financial Aid representative will contact the dependent upon receipt of the DGIA form.

Graduate Students

- Graduate students are not required to submit the FAFSA application.
- Only students under a qualifying graduate degree will be required to complete a VTAG application. Students who may be eligible for graduate VTAG should apply in ASIST for the VTAG funds before the state deadline of July 31st. Examples of previously eligible graduate programs include: MSN: Adult/Acute CNS Track (MNAC); MSN: Community Track (MNCT); MSN: Nurse Educator Track (MNED); MPH: Nutrition; MPH: Health Promotion.

Disclaimer – Participation in a degree program should not be construed as a condition for employment or a future promotional guarantee.

Liberty University strictly follows all IRS regulations pertaining to a Tuition Reduction Program under IRC Section 117(d).

Exhibit B

CONFIDENTIALITY AGREEMENT

I, the undersigned, as an observer of and/or participant in meetings of the Board of Trustees of Liberty University (the "Board" and the "University"), including meetings of committees of the Board, receive and am exposed to certain confidential, business, financial, and/or proprietary information regarding the Board and the University ("Confidential Information"). As a condition of being permitted to observe or participate in Board meetings, I agree to not disclose to any person or entity who was not present at such meeting any Confidential Information without the University Chancellor's prior written consent unless and to the extent that such information is or becomes generally known to and available for use by the public through its official dissemination by the Chancellor or through other proper University channels.

In the event that I am requested or required to disclose Confidential Information through some legal process (such as a witness or document subpoena, court order, or other similar process), I shall promptly notify the University's General Counsel in writing so that the University may seek a protective order or other appropriate remedy. If at any time I cease to be an employee of the University (or cease to be engaged by the University), I shall continue to be bound by the obligations of confidentiality in this agreement and shall promptly return to the University any Confidential Information (and all copies thereof) furnished to me by or on behalf of the University, along with any other information relating to the Confidential Information prepared by me.



Signature

SCOTTLAMB

Printed Name

April 20, 2018

Date

Exhibit C

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Scott C. Oostdyk
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McGUIREWOODS

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VIA HAND DELIVERY

Scott Lamb
1675 Austin Mill Road
Evington, Virginia 24550

October 22, 2021

Re: Return of Liberty University's Electronic and Physical Property

Dear Mr. Lamb,

I write at the request of our client, Liberty University, to remind you of certain obligations in connection with your recent separation from employment by LU.

As part of your employment, you received access to confidential LU documents and information, including, without limitation, business plans, personnel, donor, alumni, and student information, financial information, strategies, marketing plans, and other proprietary information. You also had the opportunity to access attorney/client privileged, confidential, proprietary, and other forms of sensitive information. As you were advised in LU's Employee Handbook, and by various LU policies and procedures, such information remains the property of Liberty University, even upon your departure and even when it was and is under your personal control. This is the case regardless of the form or medium of the documents, electronic records, or information (including, without limitation, e-mails, recordings, text messages, notes, and electronically stored information). All of these documents, communications, and things are and remain the property of Liberty University and cannot be retained, used, or disclosed by you without Liberty University's express consent.

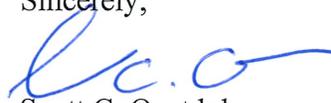
Liberty University's policy obligates you to return all such confidential information and all other LU documents, records, and other property upon the termination of your employment. As you may recall, you also are subject to, and have acknowledged, one or more currently applicable Legal Holds, which required you to preserve documents because of ongoing litigation impacting Liberty University. You are obligated for this reason, as well, to return all LU documents, recordings, and material to Liberty immediately upon your departure. Therefore, to the extent you have not already done so, please immediately aggregate and return all of Liberty University's property still within your possession, including all documents, emails, hard copy documents, electronically stored data, recordings of LU personnel, recordings of matters involving LU personnel, and/or all other information created or obtained by you in the course of your employment with Liberty. Please arrange for the return of this material to LU on or before close of business on **Monday, October 25**.

If you have questions about the process of returning LU's property, about any documents that you have signed for LU, about the scope of the information that LU considers to be its property, about your compensation or benefits at separation, or, generally, about returning University property, please contact Laura Wallace, Executive Vice President of Human Resources, at ljwallac@liberty.edu // (434) 592-7330.

Liberty appreciates your service and appreciates in advance your efforts to have this routine process of aggregating LU property remain amicable. To the extent matters cannot be resolved timely, however, Liberty reserves the right to pursue all legal and equitable remedies available under Liberty's policies and applicable law. We point out those remedies can include monetary damages, an award to LU of its attorneys' fees as specified under Section 7.15 of Liberty's Employee Handbook, and preliminary and permanent injunctive relief.

Thank you for your anticipated cooperation.

Sincerely,



Scott C. Oostdyk

cc: Ms. Laura Wallace

Exhibit D

October 29, 2021

By Hand Delivery, U.S. and Electronic Mail

Thomas H. Roberts & Associates, P.C.
105 S 1st Street
Richmond, Virginia 23219

Re: Handling of Liberty's Protected Documents by Scott Lamb's Team

Dear Tom:

We understand that you are providing counsel to H. Scott Lamb ("Lamb"), a recent employee of Liberty University ("Liberty" or "LU"). We are writing with concern for documents and other materials that Lamb created, received, stored, and retained while an employee of Liberty. Many of the LU documents that Lamb controls are potentially attorney/client privileged and/or work product protected materials. Such materials are the exclusive property of ("Liberty") – as are all of Lamb's Liberty documents, and other materials. Liberty alone has the right to control, view, and disseminate – and even view – such attorney/client or work product protected materials. As Lamb's counsel, we advise you against any disclosure by Lamb to anyone of the attorney/client and work-product-protected Liberty materials within Lamb's control without the prior expressed consent of Liberty. This would include the viewing of these materials even by you as Lamb's attorney. For the reasons presented below, any lapse by Lamb in his handling of LU protected documents and other confidential and LU materials could lead to damages incurred by Liberty. Moreover, to the extent that Lamb permits you to view privileged or work product materials, this could lead to your disqualification as Lamb's counsel by a court of competent jurisdiction.

As you know, on October 6, 2021 Lamb was separated from Liberty after an earlier altercation with senior Liberty management in a meeting at which LU's President conducted due diligence oversight into the operation of Lamb's LU department. As you also know, during that workplace interaction, Lamb called Liberty's President, Dr. Jerry Prevo, a "liar" in front of a roomful of LU executives. Lamb claimed the President provided Lamb express pre-approval of various unauthorized expense items. Lamb later attempted to demonstrate that President Prevo had directed Lamb to go beyond the law by playing recordings that Lamb had surreptitiously made of conversations he had with Prevo. Lamb conceded that he had a practice for a number of years of making such secret recordings of President Prevo, and his predecessor Jerry Falwell, Jr. Lamb's termination was precipitated by (1) his abuse of trust by making secret workplace recordings, (2) his insubordination in the October 4, 2021 meeting, (3) his poor management of LU resources, and

(4) his abuse of Liberty expense practices. Despite duties specified in LU policies and express demands issued by Liberty, Lamb has yet to return the many LU documents, materials, items, papers, recordings, data, communications, documents and other information (“materials”) that Lamb generated or received while in Liberty’s employ.

Lamb has been explicitly advised of his duty to keep LU’s confidences, to carefully protect its property, and to return all documents, materials, and recordings upon departure. Lamb was hired by Jerry Falwell Jr. on or about January 2, 2018. On many occasions since, Lamb had been oriented to Liberty’s various policies on information generation and use. Lamb had been familiarized with Liberty’s Employee Handbook of Policies and Procedures, informed about Liberty’s electronic information practices, educated regarding Liberty’s document retention practices, and familiarized with the “Legal Holds” to which Lamb was subject as an employee engaged in certain matters that became the subject of litigation. On April 20, 2018, Lamb executed a Confidentiality Agreement requiring him to keep confidential all of the business, financial and/or proprietary information regarding Liberty and its Board of Trustees to which he was exposed. In the overall, Lamb was informed in various ways of the limits that LU had carefully placed on the authorized use of any Liberty materials. Lamb has been directly advised about the requirements to protect Liberty’s confidential information and property, and about the obligation to return Liberty’s property at the cessation of his employment.

In order to make plain to Lamb his obligations, on October 22, 2021 Liberty emailed to Lamb’s last attorney Ian Northon a letter that I generated and signed. It is attached hereto as Exhibit A. This letter summarized Lamb’s duties with respect to document control and information security. That letter was also sent to Lamb directly by U.S. and registered mail.

Regarding the retained materials belonging to Liberty that are under Lamb’s control, Liberty conveys to you five important points: (1) Liberty knows that Lamb has in his possession or control numerous LU materials that are properly the property of Liberty, and therefore Lamb has a duty to surrender documents and material to LU; (2) Liberty knows from his own disclosure that Lamb recorded various work meetings on a personal or Liberty device, and that Lamb is believed to have installed or had installed a program on his Liberty-issued lap top that diverted his work emails and other LU materials to Lamb’s personal Verizon or other account. These tactics by Lamb – unauthorized and surreptitious in both instances – generated materials belonging to LU for which Liberty retains the full right to control and repossess. Liberty also knows that many of these emails and possibly some of these recordings contain communications that are attorney-client privileged and/or contain protected work product. Specifically, Liberty has viewed media articles that credibly cite Lamb as the source of materials that reflect advice and communications provided to LU by it in-house or outside counsel. Liberty has the exclusive right to determinate which of these retained materials are privileged and/or protected as work product, and does not acknowledge Lamb’s actions as permissible or a waiver of Liberty’s rights in the disclosed material; (3) Lamb, as a *former* employee of Liberty who generated and received materials that by principles of LU policy and common law belong to Liberty, no longer has the right to retain or disclose these potentiall-privileged materials, or even to make the determination in the first place if a given communication is attorney/client privileged or protected work product; (4) Even if Lamb was a participant in such communications or materials when created, the determination to regard

a given document or item as privileged or protected work product, and the ability to disclose or not disclose such information to third parties *belongs to Liberty*; it does not in any way belong to Lamb. Without a prior order of the trial court clearing the way for the transfer, Lamb has no right to disclose externally or to his counsel any material that Liberty could deem privileged or work product protected had it inspected that material prior to such disclosure by Lamb; (5) It is still the case that Lamb cannot disclose the retained materials even if Lamb only gives those protected materials to your firm in its role as his legal counsel because you and your firm have no right to review Liberty's confidential communications, privileged material, or work product protected material without either of Liberty's prior permission or a specific court order.

Virginia case law is clear on the points of law detailed above. In *Lewis v. Capital One Servs.*, 2004 U.S. Dist. LEXIS 26978 (E.D. VA. 2004), for instance, a Capital One executive accumulated and controlled privileged material that she had collected while engaged in her duties for the company. In the ordinary course, she fed Capital One's documents to her legal counsel – Richmond, VA employment lawyer Harris Butler. Butler viewed the protected material and then utilized certain of them in preparing a lawsuit against Capital One. Butler's client was a plaintiff and potential class member identified in the claim. On objection by Capital One to plaintiff's disclosure of its privileged material to Butler, the trial court ruled that the Capital One executive did not have the right to control the determination of privilege in the first instance (a right inherently reserved to Capital One), and further did not have the right to transfer the protected materials and documents for review by her counsel, Butler. The trial court disqualified Butler from the case because his client had violated Capital One's right to control its privileged documents, and Butler failed to use sound discretion and wrongly participated in an unpermitted review of Capital One's protected materials.

In view of the above, please be advised of the following:

First, Liberty does not waive its lawful right to assert privilege and work product protection over any and all of the Liberty materials that are in the possession of Lamb (or, now, your firm); to the extent these materials were created or received by Lamb while he was an executive at Liberty and they are protected materials – a determination within Liberty's sole power to make – Liberty reasserts exclusive dominion over them;

Second, Liberty does not recognize any ability that you might claim as Lamb's counsel to make the determination of which among those Lamb-retained materials is privileged or work-product protected; Liberty has ceded to you or your firm no right to determine for Lamb which LU materials are and are not prohibited from outside disclosure without the express consent of Liberty, or even which materials controlled by Lamb at present actually belong to LU;

Third, Liberty waives no right to preclude your firm from reviewing any and all materials that belong to Liberty that are in Lamb's possession or control;

Fourth, Liberty demands that Lamb, and you, produce voluntarily (and as soon as possible) all materials created or received by Lamb in the period in which he was within Liberty's

employ, specifically from January 2, 2018 to October 6, 2021; in this regard, Liberty reiterates the demand issued to Lamb in my letter of October 22, 2021;

Fifth, in view of the foregoing, if you reject our demand to refrain from viewing any and all of LU's potentially confidential or privileged materials within Lamb's control, and instead you access and review any LU materials within the control or possession of Lamb, then Liberty asks that you create a privilege log (or other similar record) to capture all detail regarding those materials that you have viewed and are withholding from disclosure back to Liberty on the basis of a privilege or work product protection *claimed by Lamb personally*. Liberty will likely challenge your effort to contend any of the materials retained by Lamb were subject to a privilege held by any entity or person other than LU, but will provide you an opportunity, as officer of the court, to prove a claim of privilege unique to Lamb that is first properly logged;

Sixth, and finally, we ask that you log any materials Lamb generated or received while an LU employee that you are not producing back to Liberty because these materials appear to have been created by or disseminated to parties outside of Liberty, and thus do not facially meet (in your opinion) the criterion of a privileged or work product-protected document or communication. Liberty believes it has the sole right and privilege to control the ultimate classification of such materials and will challenge any waiver determination made by Lamb or his counsel regarding those of the Lamb-retained documents that are in a protected classification – especially given the constraints on your firm's ability to even view such material and/or make that determination in the first place.

Liberty's direction to your firm that your lawyers that they should capture and return LU's privileged and work product-protected materials in Lamb's possession is not an implied waiver of protection over the content of any of those materials and is not an invitation for Lamb to disclose the retained materials to his counsel for free and open content review. To the extent that any of those Lamb-retained materials are in fact privileged, then any merits evaluation of them undertaken by your firm could lead to an action by Liberty seeking your firm's disqualification, as well as a claim for damages or equitable relief, as applicable.

Please be advised that Liberty retains the sole right to manage the content of privileged documents even if Lamb communicates orally the content of those materials. Any dissemination, discussion, or other oral transmission of content by Lamb or his counsel is and will be regarded by LU as having the effect of a breach of duty owed by Lamb to LU, the sole owner of the privilege or protection at issue.

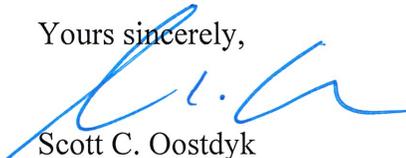
A final word about spoliation. In addition to the above caution regarding the unauthorized handling by counsel of the Lamb-retained LU documents and other retained materials belonging to Liberty, we also advise Lamb and his legal team against the destruction, elimination, or deletion of any materials that have been or were created or received by Lamb during his term as a Liberty employee, including devices holding such materials. There is no doubt about Lamb's duty with respect to materials he generated, received, controlled, or had a duty to control. Because of numerous Legal Holds put in place during Lamb's tenure as a Liberty employee, Lamb was on clear and ample notice to preserve nearly everything that he generated or received during the

Thomas H. Roberts, Esq.
October 29, 2021
Page 5

performance of his responsibilities for Liberty. Lamb also agreed to explicit provisions that required him to preserve Liberty's confidential information, electronic property, and documents during his employment. Given all these conditions, Virginia law required Falwell Jr. to preserve all materials that he created during his tenure as an LU employee. Liberty reserves all rights and remedies as to any such emails, documents, or other materials that investigation or research determines Lamb or those under his control have improperly retired, deleted, destroyed, or otherwise manipulated.

If you care to confer regarding any of the issues identified above, please advise.

Yours sincerely,



Scott C. Oostdyk

cc: Heidi Siegmund, Esq.

Enclosure

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VIA HAND DELIVERY

Scott Lamb
1675 Austin Mill Road
Evington, Virginia 24550

October 22, 2021

Re: Return of Liberty University's Electronic and Physical Property

Dear Mr. Lamb,

I write at the request of our client, Liberty University, to remind you of certain obligations in connection with your recent separation from employment by LU.

As part of your employment, you received access to confidential LU documents and information, including, without limitation, business plans, personnel, donor, alumni, and student information, financial information, strategies, marketing plans, and other proprietary information. You also had the opportunity to access attorney/client privileged, confidential, proprietary, and other forms of sensitive information. As you were advised in LU's Employee Handbook, and by various LU policies and procedures, such information remains the property of Liberty University, even upon your departure and even when it was and is under your personal control. This is the case regardless of the form or medium of the documents, electronic records, or information (including, without limitation, e-mails, recordings, text messages, notes, and electronically stored information). All of these documents, communications, and things are and remain the property of Liberty University and cannot be retained, used, or disclosed by you without Liberty University's express consent.

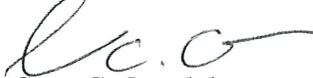
Liberty University's policy obligates you to return all such confidential information and all other LU documents, records, and other property upon the termination of your employment. As you may recall, you also are subject to, and have acknowledged, one or more currently applicable Legal Holds, which required you to preserve documents because of ongoing litigation impacting Liberty University. You are obligated for this reason, as well, to return all LU documents, recordings, and material to Liberty immediately upon your departure. Therefore, to the extent you have not already done so, please immediately aggregate and return all of Liberty University's property still within your possession, including all documents, emails, hard copy documents, electronically stored data, recordings of LU personnel, recordings of matters involving LU personnel, and/or all other information created or obtained by you in the course of your employment with Liberty. Please arrange for the return of this material to LU on or before close of business on **Monday, October 25**.

If you have questions about the process of returning LU's property, about any documents that you have signed for LU, about the scope of the information that LU considers to be its property, about your compensation or benefits at separation, or, generally, about returning University property, please contact Laura Wallace, Executive Vice President of Human Resources, at ljwallac@liberty.edu // (434) 592-7330.

Liberty appreciates your service and appreciates in advance your efforts to have this routine process of aggregating LU property remain amicable. To the extent matters cannot be resolved timely, however, Liberty reserves the right to pursue all legal and equitable remedies available under Liberty's policies and applicable law. We point out those remedies can include monetary damages, an award to LU of its attorneys' fees as specified under Section 7.15 of Liberty's Employee Handbook, and preliminary and permanent injunctive relief.

Thank you for your anticipated cooperation.

Sincerely,



Scott C. Oostdyk

cc: Ms. Laura Wallace

Exhibit E

McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916
Phone: 804.775.1000
Fax: 804.775.1061
www.mcguirewoods.com

Scott C. Oostdyk
Direct: 804.775.4743

McGUIREWOODS

soostdyk@mcguirewoods.com
Fax: 804.698.2133

October 29, 2021

By U.S. and Electronic Mail (inorthon@rhodesmckee.com)

Ian Northon, Esq.
55 Campau Ave., NW, Suite 300
Grand Rapids, MI 49503

Re: Handling of Liberty's Protected Documents by Scott Lamb's Team

Dear Ian:

We understand from Tom Roberts that you are lead counsel to H. Scott Lamb ("Lamb"), a recent employee of Liberty University ("Liberty" or "LU"). As we advised Tom by letter, and in response to this call, we are writing with concern for documents and other materials that Lamb created, received, stored, and retained while an employee of Liberty. Many of the LU documents that Lamb controls are potentially attorney/client privileged and/or work product protected materials. Such materials are the exclusive property of ("Liberty") – as are all of Lamb's Liberty documents, and other materials. Liberty alone has the right to control, view, and disseminate – and even view – such attorney/client or work product protected materials. As Lamb's counsel, we advise you against any disclosure by Lamb to anyone of the attorney/client and work-product-protected Liberty materials within Lamb's control without the prior expressed consent of Liberty. This would include the viewing of these materials even by you as Lamb's attorney. For the reasons presented below, any lapse by Lamb in his handling of LU protected documents and other confidential and LU materials could lead to damages incurred by Liberty. Moreover, to the extent that Lamb permits you to view privileged or work product materials, this could lead to your disqualification as Lamb's counsel by a court of competent jurisdiction.

As you know, on October 6, 2021 Lamb was separated from Liberty after an earlier altercation with senior Liberty management in a meeting at which LU's President conducted due diligence oversight into the operation of Lamb's LU department. As you also know, during that workplace interaction, Lamb called Liberty's President, Dr. Jerry Prevo, a "liar" in front of a roomful of LU executives. Lamb claimed the President provided Lamb express pre-approval of various unauthorized expense items. Lamb later attempted to demonstrate that President Prevo had directed Lamb to go beyond the law by playing recordings that Lamb had surreptitiously made of conversations he had with Prevo. Lamb conceded that he had a practice for a number of years of making such secret recordings of President Prevo, and his predecessor Jerry Falwell, Jr. Lamb's termination was precipitated by (1) his abuse of trust by making secret workplace recordings, (2)

Ian E. Northon, Esq.

October 29, 2021

Page 2

his insubordination in the October 4, 2021 meeting, (3) his poor management of LU resources, and (4) his abuse of Liberty expense practices. Despite duties specified in LU policies and express demands issued by Liberty, Lamb has yet to return the many LU documents, materials, items, papers, recordings, data, communications, documents and other information (“materials”) that Lamb generated or received while in Liberty’s employ.

Lamb has been explicitly advised of his duty to keep LU’s confidences, to carefully protect its property, and to return all documents, materials, and recordings upon departure. Lamb was hired by Jerry Falwell Jr. on or about January 2, 2018. On many occasions since, Lamb had been oriented to Liberty’s various policies on information generation and use. Lamb had been familiarized with Liberty’s Employee Handbook of Policies and Procedures, informed about Liberty’s electronic information practices, educated regarding Liberty’s document retention practices, and familiarized with the “Legal Holds” to which Lamb was subject as an employee engaged in certain matters that became the subject of litigation. On April 20, 2018, Lamb executed a Confidentiality Agreement requiring him to keep confidential all of the business, financial and/or proprietary information regarding Liberty and its Board of Trustees to which he was exposed. In the overall, Lamb was informed in various ways of the limits that LU had carefully placed on the authorized use of any Liberty materials. Lamb has been directly advised about the requirements to protect Liberty’s confidential information and property, and about the obligation to return Liberty’s property at the cessation of his employment.

In order to make plain to Lamb his obligations, on October 22, 2021 Liberty emailed to you a letter that I generated and signed. It is attached hereto as Exhibit A. This letter summarized Lamb’s duties with respect to document control and information security. That letter was also sent to Lamb directly by U.S. and registered mail.

Regarding the retained materials belonging to Liberty that are under Lamb’s control, Liberty conveys to you five important points: (1) Liberty knows that Lamb has in his possession or control numerous LU materials that are properly the property of Liberty, and therefore Lamb has a duty to surrender documents and material to LU; (2) Liberty knows from his own disclosure that Lamb recorded various work meetings on a personal or Liberty device, and that Lamb is believed to have installed or had installed a program on his Liberty-issued lap top that diverted his work emails and other LU materials to Lamb’s personal Verizon or other account. These tactics by Lamb – unauthorized and surreptitious in both instances – generated materials belonging to LU for which Liberty retains the full right to control and repossess. Liberty also knows that many of these emails and possibly some of these recordings contain communications that are attorney-client privileged and/or contain protected work product. Specifically, Liberty has viewed media articles that credibly cite Lamb as the source of materials that reflect advice and communications provided to LU by it in-house or outside counsel. Liberty has the exclusive right to determinate which of these retained materials are privileged and/or protected as work product, and does not acknowledge Lamb’s actions as permissible or a waiver of Liberty’s rights in the disclosed material; (3) Lamb, as a *former* employee of Liberty who generated and received materials that by principles of LU policy and common law belong to Liberty, no longer has the right to retain or disclose these potentiall-privileged materials, or even to make the determination in the first place if a given communication is attorney/client privileged or protected work product; (4) Even if Lamb

was a participant in such communications or materials when created, the determination to regard a given document or item as privileged or protected work product, and the ability to disclose or not disclose such information to third parties *belongs to Liberty*; it does not in any way belong to Lamb. Without a prior order of the trial court clearing the way for the transfer, Lamb has no right to disclose externally or to his counsel any material that Liberty could deem privileged or work product protected had it inspected that material prior to such disclosure by Lamb; (5) It is still the case that Lamb cannot disclose the retained materials even if Lamb only gives those protected materials to your firm in its role as his legal counsel because you and your firm have no right to review Liberty's confidential communications, privileged material, or work product protected material without either of Liberty's prior permission or a specific court order.

Virginia case law is clear on the points of law detailed above. In *Lewis v. Capital One Servs.*, 2004 U.S. Dist. LEXIS 26978 (E.D. VA. 2004), for instance, a Capital One executive accumulated and controlled privileged material that she had collected while engaged in her duties for the company. In the ordinary course, she fed Capital One's documents to her legal counsel – Richmond, VA employment lawyer Harris Butler. Butler viewed the protected material and then utilized certain of them in preparing a lawsuit against Capital One. Butler's client was a plaintiff and potential class member identified in the claim. On objection by Capital One to plaintiff's disclosure of its privileged material to Butler, the trial court ruled that the Capital One executive did not have the right to control the determination of privilege in the first instance (a right inherently reserved to Capital One), and further did not have the right to transfer the protected materials and documents for review by her counsel, Butler. The trial court disqualified Butler from the case because his client had violated Capital One's right to control its privileged documents, and Butler failed to use sound discretion and wrongly participated in an unpermitted review of Capital One's protected materials.

In view of the above, please be advised of the following:

First, Liberty does not waive its lawful right to assert privilege and work product protection over any and all of the Liberty materials that are in the possession of Lamb (or, now, your firm); to the extent these materials were created or received by Lamb while he was an executive at Liberty and they are protected materials – a determination within Liberty's sole power to make – Liberty reasserts exclusive dominion over them;

Second, Liberty does not recognize any ability that you might claim as Lamb's counsel to make the determination of which among those Lamb-retained materials is privileged or work-product protected; Liberty has ceded to you or your firm no right to determine for Lamb which LU materials are and are not prohibited from outside disclosure without the express consent of Liberty, or even which materials controlled by Lamb at present actually belong to LU;

Third, Liberty waives no right to preclude your firm from reviewing any and all materials that belong to Liberty that are in Lamb's possession or control;

Fourth, Liberty demands that Lamb, and you, produce voluntarily (and as soon as possible) all materials created or received by Lamb in the period in which he was within Liberty's

employ, specifically from January 2, 2018 to October 6, 2021; in this regard, Liberty reiterates the demand issued to Lamb in my letter of October 22, 2021;

Fifth, in view of the foregoing, if you reject our demand to refrain from viewing any and all of LU's potentially confidential or privileged materials within Lamb's control, and instead you access and review any LU materials within the control or possession of Lamb, then Liberty asks that you create a privilege log (or other similar record) to capture all detail regarding those materials that you have viewed and are withholding from disclosure back to Liberty on the basis of a privilege or work product protection *claimed by Lamb personally*. Liberty will likely challenge your effort to contend any of the materials retained by Lamb were subject to a privilege held by any entity or person other than LU, but will provide you an opportunity, as officer of the court, to prove a claim of privilege unique to Lamb that is first properly logged;

Sixth, and finally, we ask that you log any materials Lamb generated or received while an LU employee that you are not producing back to Liberty because these materials appear to have been created by or disseminated to parties outside of Liberty, and thus do not facially meet (in your opinion) the criterion of a privileged or work product-protected document or communication. Liberty believes it has the sole right and privilege to control the ultimate classification of such materials and will challenge any waiver determination made by Lamb or his counsel regarding those of the Lamb-retained documents that are in a protected classification – especially given the constraints on your firm's ability to even view such material and/or make that determination in the first place.

Liberty's direction to your firm that your lawyers that they should capture and return LU's privileged and work product-protected materials in Lamb's possession is not an implied waiver of protection over the content of any of those materials and is not an invitation for Lamb to disclose the retained materials to his counsel for free and open content review. To the extent that any of those Lamb-retained materials are in fact privileged, then any merits evaluation of them undertaken by your firm could lead to an action by Liberty seeking your firm's disqualification, as well as a claim for damages or equitable relief, as applicable.

Please be advised that Liberty retains the sole right to manage the content of privileged documents even if Lamb communicates orally the content of those materials. Any dissemination, discussion, or other oral transmission of content by Lamb or his counsel is and will be regarded by LU as having the effect of a breach of duty owed by Lamb to LU, the sole owner of the privilege or protection at issue.

A final word about spoliation. In addition to the above caution regarding the unauthorized handling by counsel of the Lamb-retained LU documents and other retained materials belonging to Liberty, we also advise Lamb, and his legal team against the destruction, elimination, or deletion of any materials that have been or were created or received by Lamb during his term as a Liberty employee, including devices holding such materials. There is no doubt about Lamb's duty with respect to materials he generated, received, controlled, or had a duty to control. Because of numerous Legal Holds put in place during Lamb's tenure as a Liberty employee, Lamb was on clear and ample notice to preserve nearly everything that he generated or received during the

Ian E. Northon, Esq.

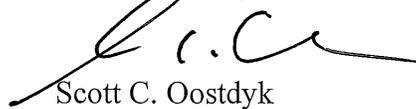
October 29, 2021

Page 5

performance of his responsibilities for Liberty. Lamb also agreed to explicit provisions that required him to preserve Liberty's confidential information, electronic property, and documents during his employment. Given all these conditions, Virginia law required Falwell Jr. to preserve all materials that he created during his tenure as an LU employee. Liberty reserves all rights and remedies as to any such emails, documents, or other materials that investigation or research determines Lamb or those under his control have improperly retired, deleted, destroyed, or otherwise manipulated.

If you care to confer regarding any of the issues identified above, please advise.

Yours sincerely,



Scott C. Oostdyk

cc: Thomas H. Roberts
Heidi Siegmund, Esq.

Enclosure

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soostdyk@mcguirewoods.com
Fax: 804.698.2133

VIA HAND DELIVERY

Scott Lamb
1675 Austin Mill Road
Evington, Virginia 24550

October 22, 2021

Re: Return of Liberty University's Electronic and Physical Property

Dear Mr. Lamb,

I write at the request of our client, Liberty University, to remind you of certain obligations in connection with your recent separation from employment by LU.

As part of your employment, you received access to confidential LU documents and information, including, without limitation, business plans, personnel, donor, alumni, and student information, financial information, strategies, marketing plans, and other proprietary information. You also had the opportunity to access attorney/client privileged, confidential, proprietary, and other forms of sensitive information. As you were advised in LU's Employee Handbook, and by various LU policies and procedures, such information remains the property of Liberty University, even upon your departure and even when it was and is under your personal control. This is the case regardless of the form or medium of the documents, electronic records, or information (including, without limitation, e-mails, recordings, text messages, notes, and electronically stored information). All of these documents, communications, and things are and remain the property of Liberty University and cannot be retained, used, or disclosed by you without Liberty University's express consent.

Liberty University's policy obligates you to return all such confidential information and all other LU documents, records, and other property upon the termination of your employment. As you may recall, you also are subject to, and have acknowledged, one or more currently applicable Legal Holds, which required you to preserve documents because of ongoing litigation impacting Liberty University. You are obligated for this reason, as well, to return all LU documents, recordings, and material to Liberty immediately upon your departure. Therefore, to the extent you have not already done so, please immediately aggregate and return all of Liberty University's property still within your possession, including all documents, emails, hard copy documents, electronically stored data, recordings of LU personnel, recordings of matters involving LU personnel, and/or all other information created or obtained by you in the course of your employment with Liberty. Please arrange for the return of this material to LU on or before close of business on **Monday, October 25**.

If you have questions about the process of returning LU's property, about any documents that you have signed for LU, about the scope of the information that LU considers to be its property, about your compensation or benefits at separation, or, generally, about returning University property, please contact Laura Wallace, Executive Vice President of Human Resources, at ljwallac@liberty.edu // (434) 592-7330.

Liberty appreciates your service and appreciates in advance your efforts to have this routine process of aggregating LU property remain amicable. To the extent matters cannot be resolved timely, however, Liberty reserves the right to pursue all legal and equitable remedies available under Liberty's policies and applicable law. We point out those remedies can include monetary damages, an award to LU of its attorneys' fees as specified under Section 7.15 of Liberty's Employee Handbook, and preliminary and permanent injunctive relief.

Thank you for your anticipated cooperation.

Sincerely,



Scott C. Oostdyk

cc: Ms. Laura Wallace

Exhibit F

[REDACTED]
[REDACTED]
Oct 4, 8:01 PM
EMAIL scottlamb@liberty.edu
To: Scott Lamb

Title IX. ARTICLE NOT APPROVED AND WOULD BE A BIG MISTAKE TO PRINT.
SO DON'T PRINT IT



Scott Lamb @insidervthefirm · 10/16/21



 4

 5

 11



Tweet your reply

Exhibit G

Log in

Sign up



Scott Lamb
@insidervthefirm

CONFIDENTIAL
EMPLOYEE AUTHORIZATION

This Confidential Employee Authorization is provided to Walter Scott Lamb, a Senior Vice President of Liberty University, in conjunction with an investigation being conducted at the request of Liberty University's Board of Trustees by Gentry Locke and Baker Tilly, a forensic investigation firm, who is assisting Gentry Locke. Collectively, Gentry Locke and Baker Tilly shall be referred to as the Investigation Team.

1. As Acting President, I have the authority to act on behalf of Liberty University and to clarify and modify provisions of any agreement that you may have entered into with the University, such as any confidentiality and non-disclosure agreement or employment agreement, as well as any policies or procedures of the University, including those that require the obtaining approval and authorization of superiors prior to making disclosures of Confidential Information (collectively the "Agreement(s)")

2. While the fact that a forensic investigation is being conducted is publicly known, the details of the investigation, including without limitation who is being interviewed, what is said, what documents may be or have been requested, provided or reviewed, as well as all other matters related to the investigation constitute the Confidential Information of the University as defined by the Agreements, and as Confidential Information, it is not to be disclosed to others absent my prior approval.

3. You are expected to cooperate with the investigation by providing full and truthful information to representatives of the Investigation Team. The University will not retaliate against you or anyone else who cooperates with the investigation and provides truthful information to the Investigation Team and its representatives during this investigation. State law expressly protects those who are whistleblowers. Va. Code § 40.1-27.3.

4. While cooperating during this investigation, you are encouraged to make a full and complete disclosure of truthful information to the Investigation Team, even if that information may be considered critical or disparaging of the University or one or more current or former trustee, officer, employee, agent, independent contractor, consultant or vendor of the University, and even if such information contains, asserts or suggests that the University or any of these persons or entities acted or may have acted improperly or unlawfully. As Acting President, I also agree that the University will not claim that your cooperation with the Investigation Team pursuant

to this Authorization is a violation of any Agreement(s), and the University will take no adverse action against you for: (a) providing information that criticizes or disparages the University or any of these other such persons or entities, or (b) asserting or providing information or documents that may suggest or show the University or any of the above persons or entities acted or may have acted improperly or unlawfully, when such information or documents are provided to representatives of the Investigation Team as part of this investigation.

5. Additionally, as part of your cooperation under this Authorization, and as Acting President, I am expressly authorizing you to make full disclosure of otherwise Confidential Information (including without limitation documents and electronically stored information or images) to representatives of the Investigation Team during this investigation, regardless of any policies, procedures, approvals, and authorizations that might otherwise be required under other University policies, procedures and practices, or any Agreement.

6. This Authorization does not permit you to disclose your involvement in the investigation, any of the details of the investigation or any other disclosures prohibited by the Agreements to any other employee of the University, or to anyone outside the University.

7. All other provisions of your Agreement(s) continue to apply without modification.

Given this 22nd day of September 2020,
Liberty University, Inc.

By:
Dr. Jerry Davis, Acting President