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MISSION STATEMENT

Lindenwood University offers values-centered programs leading to the development of the whole person – an educated, responsible citizen of a global community.

Lindenwood is committed to

- providing an integrative liberal arts curriculum
- offering professional and pre-professional degree programs
- focusing on the talents, interests, and future of the student
- supporting academic freedom and the unrestricted search for truth
- affording cultural enrichment to the surrounding community
- promoting ethical lifestyles
- developing adaptive thinking and problem-solving skills
- furthering lifelong learning

Lindenwood is an independent, public-serving liberal arts university that has an historical relationship with the Presbyterian Church and is firmly rooted in Judeo-Christian values. These values include belief in an ordered, purposeful universe, the dignity of work, the worth and integrity of the individual, the obligations and privileges of citizenship, and the primacy of the truth.

ACADEMIC FREEDOM

Lindenwood University believes strongly in fair employment practices and the principles of academic freedom and responsibility. Lindenwood University, as an institution of higher education, exists for the common good. Support for this common good depends upon a free search for truth and its expression. Hence, it is essential that a faculty member be free to pursue scholarly inquiries and to teach and publish conclusions concerning the significance of evidence produced. This freedom is so basic to the process of teaching that it must be protected for the faculty of the University.

ACADEMIC ACCOUNTABILITY

Academic freedom must be balanced by accountability for institutional purposes shared by the Board of Directors, administrators, faculty, staff, alumni, and students. The fundamental responsibilities of a faculty member as a teacher and scholar include the maintenance of competency in his or her field and the demonstration of such competence in teaching, publication, and other professional activities. Academic accountability also includes an obligation, at all times, to be accurate, to exercise decorum, to show respect for the rights and opinions of others, and to make every effort to avoid giving the impression that one speaks or acts for the whole institution unless specifically charged to do so.
FACULTY APPOINTMENTS

Appointment to the faculty is made by the President upon the authority granted by the Board of Directors. In making specific appointments, the President acts in consultation with the appropriate committee of the Board of Directors and the appropriate school dean and faculty members. The normal means for recruiting and appointing new faculty members is as follows:

1) The vacancy will be advertised as time permits.
2) A qualified pool of candidates will be identified.
3) The credentials of the qualified candidates will be verified.
4) The appropriate school dean and the Dean of Faculty will identify the best-qualified candidates and make recommendations to the President, who will make the final decision. The faculty members in the appropriate school and the Faculty Council will be consulted as part of the selection process.

FACULTY RANK & PROMOTION

1) Requirements for Rank:

Professor - initial appointment to or promotion to this rank requires an earned doctorate or appropriate terminal degree and a distinguished record of seven or more years of full-time college-level teaching, research, or equivalent professional experience, normally including at least five years at the rank of Associate Professor. Effective leadership and dedication to the mission, values, and goals of Lindenwood University and evidence of recent noteworthy professional accomplishment and/or institutional service must be demonstrated.

Associate Professor - initial appointment or promotion to this rank requires an earned doctorate or appropriate terminal degree and at least four years of full-time teaching experience at the university level or a master's degree and at least six years of college-level teaching experience or equivalent professional experience. Promotion to this rank normally shall come after at least four years successful service as an Assistant Professor. Evidence of developing leadership qualities, professional accomplishment, and/or institutional service must be demonstrated.

Assistant Professor - initial appointment or promotion to this rank normally requires a master's degree and demonstrable promise of professional accomplishment.

Instructor - initial appointment to this rank is for those employees with faculty rank who do not hold the doctorate or other appropriate terminal degree, teach fewer than eighteen hours per year, and do not carry out the full range of responsibilities of regular faculty members within the school in which they instruct.

2) Promotion in Rank

Promotion is awarded in recognition of superior performance in one or more of the following areas: teaching, advising, research, publication, professional growth, and service to the University and community.

Promotion in rank may originate in any of three ways:

a. Application by a faculty member who believes he or she has fulfilled the qualifications for that particular rank
b. Nomination by the appropriate school dean
c. Nomination by any other faculty member

3) **Promotion Process**

The school dean will conduct a review of the faculty member’s credentials and, after consulting other faculty members, will submit a recommendation to the Faculty Council for review and recommendation. After a review of the recommendation from the Faculty Council, which normally involves consultation with the Deans’ Council, the President will determine whether or not to forward the nomination to the Board of Directors through the Board’s Mission and Purpose Committee with a recommendation for approval.

**PROFESSIONAL DEVELOPMENT**

Lindenwood University strongly encourages faculty members to continue their professional development throughout their careers. Annually each faculty member will prepare an Individual Development Plan, which incorporates the goals and objectives of the faculty member for the next academic year. The IDP will be used during the annual review process, and it will also provide supportive information during the promotion process. The school dean and faculty member will consult in the annual review of the faculty member’s professional activities according to the following categories. (Also see: “CRITERIA FOR ANNUAL REVIEW AND EVALUATION”)

1) **Academic Responsibilities**

This category deals primarily with instructional activities including courses taught during the academic year, participation in curriculum development within one’s discipline, and efforts aimed at fulfilling the goals of the general education requirements.

2) **Professional Development**

This category should include, but not be limited to, honors or awards received, research, publications, presentations, performances, or exhibitions completed or in progress. In addition to these accomplishments, one should note any new areas of expertise either within or outside the discipline and current membership in professional organizations.

3) **Professional Service**

This category should include contributions to the goals and plans of the school, advising responsibilities, and participation in other activities related to a faculty appointment, including, but not restricted to, student recruitment or development work on behalf of the University.

4) **Community Service**

This category might include activities such as service in volunteer organizations, membership, or leadership roles in community service or neighborhood organizations or associations, or participation in civic or business activities unrelated to any consultative activity or other role for which the faculty member may receive remuneration.

These categories will be used for the establishment, in writing, of professional goals and development objectives for the next academic year. Following the consultation, the school dean will write an evaluation summary and discuss this evaluation with the individual faculty member. If both agree with the summary, it will become part of the faculty member’s file. If there is disagreement, either a revision or an accompanying rebuttal written by the faculty member will be placed in the file.
Faculty Organization and Corporate Responsibilities

Proposals for the educational program and its continuing improvement are the responsibility of the faculty. Working through the established academic schools structure and the appropriate school dean, the faculty will regularly review existing programs and develop proposals to strengthen and improve the educational program. Functioning in an advisory capacity, the faculty shall present all such reviews and proposals to the Deans’ Council through the appropriate school dean. Following consultation with the Faculty Council and other appropriate faculty committees, the Deans’ Council will forward proposals to the President of Lindenwood University for approval. Task forces may be appointed by the President or the Faculty Council to address certain curricular and campus culture issues. The recommendations of these task forces may be forwarded to the Faculty Council, the Deans’ Council, or the President for approval. Such approval results in a recommendation to the Board of Directors for its approval when appropriate.

Faculty members have certain corporate responsibilities, which are shared with the President and the Board of Directors. While recommendations involving those areas of responsibility will originate within the faculty, there may be occasions when recommendations may be submitted by the President directly to the Board of Directors or may originate within the board itself. The corporate responsibilities are as follows:

1) To review, in consultation with the school dean and the Deans’ Council, the academic curriculum and to make recommendations for changes as appropriate.
2) To recommend the requirements for earned degrees.
3) To establish the nature of the system to be used in evaluating students’ academic performances.
4) To recommend to the President and the Board of Directors candidates for earned and honorary degrees.
5) To recommend to the President changes on any other matters of educational policy.
6) To recommend to the President initial faculty ranks, candidates for promotion in rank, and faculty awards.
7) To ensure access to all programs of the University on a nondiscriminatory basis.
8) To recommend to the President and the Board of Directors candidates for emeritus status.
9) To review proposals for students’ and instructors’ on-campus research studies involving human or animal subjects and recommend approval, denial, or modification of the proposals to the appropriate school dean and the Provost.
10) To participate actively in the University’s ongoing strategic-planning process.

Faculty committees may be established by the President as necessary for special concerns.

Seven standing committees have been established to assist the faculty in carrying out its academic responsibilities: the General Education Committee, Educational Policies Committee, Institutional Review Board, Faculty Council, Assessment Committee, Council on Teacher Education, and the Academic Standards and Policies Committee.

INDIVIDUAL FACULTY RESPONSIBILITIES

The mission of the University focuses on providing an opportunity for our students to gain a solid values-based education. This mission requires a commitment to the welfare and education of our students that reaches well beyond the formal classroom. That commitment may take many forms, but certainly includes effective academic advising and active involvement in the co-curricular and extra-curricular life of the University community. All employees are expected to conduct themselves at all times in a responsible and professional manner that exemplifies respect and serves the best interests of all members of the University community. As a condition of employment, faculty members must abide by and actively support the University’s mission statement and the policies and procedures described in this handbook, the University
catalogs, the Student Handbook, the Faculty Guidebook, the Faculty Committee Handbook, and any other published policy.

1) Faculty Responsibilities

a. To accept responsibility for a normal teaching load or equivalent during the academic year, including the January term, except faculty members who teach full time in a doctoral program will have a normal teaching load of 12 semester hours per academic year.
   1. An enhanced contract, which would include professional duties beyond the normal 9-month academic year, can also be negotiated, subject to the University’s needs.
   2. A conventional contract that includes a reduced teaching load can also be negotiated, subject to the University’s needs.

b. To meet classes regularly and promptly and maintain posted office hours (8-10 hours per week).

c. To adhere to the academic calendar established by the University.

d. To secure appropriate approval for vacations and other leaves in order to assure that individual faculty members give priority to their professional teaching and advising obligations and assure adequate classroom coverage.

e. To adhere to academic schedules as established by the school deans.

f. To actively work with students having attendance or performance problems and immediately report such problems to the Office of Academic Services for further assistance and follow-up.

g. To participate in student-recruitment initiatives and the work of the academic school.

2. Faculty Responsibilities – LCIE

a. To accept responsibility for a normal teaching load or equivalent, per calendar year. A reduced contract that includes a lighter teaching load can also be negotiated, subject to the University’s needs.

b. To meet classes regularly and promptly and maintain regular office hours, to be determined by the Dean of LCIE.

c. To secure appropriate approval for vacations and other leaves in order to assure that individual faculty members give priority to their professional teaching and advising obligations and assure adequate classroom coverage.

d. To coordinate one or more degree programs or undertake an equivalent alternate assignment.

e. To participate in student recruitment and in the work of LCIE.

f. To actively work with students having attendance or performance problems and immediately report such problems to Academic Services for further assistance and follow up.

g. To adhere to the academic calendar established by the University.

h. To conduct at least one complete advising session per term with each advisee – at least two sessions per term for new advisees.

i. To ascertain and record the status of each advisee every term through graduation.

3. Responsibilities - Professional Librarians

a. To work a normal schedule of 40 hours per week in the library.

b. To provide library instruction.

c. To provide advising assistance to students.

d. To provide reference and other library services.

f. To teach courses as assigned within the 40 hour per week schedule.

g. To secure appropriate approval for vacations and other leaves in order to assure no interruptions in professional obligations.
DEANS' COUNCIL

The Deans' Council consists of the dean of each academic school, Dean of Intercollegiate Athletics, Dean of Academic Services, Dean of Student Services, Dean of Library Services, CIO, Dean of First-Year Programs, and the Dean of Institutional Research. The Dean of Faculty and Provost shall jointly chair the council and carry the following supervisory responsibilities: convene meetings of the council, prepare the agenda, and supervise the preparation and distribution of minutes of the meetings. In addition to the specific responsibilities outlined in the Faculty Handbook, the Deans’ Council oversees the management of the academic personnel and policies of the University and, in collaboration with the Faculty Council, serves in an advisory capacity to the President on academic matters.

PROFESSIONAL SECURITY AND ANNUAL CONTRACTS

Faculty members are issued annual contracts based upon individual merit, institutional needs, and available resources. Lindenwood University ensures fair employment practices. Faculty members are considered full-time professional employees. Reduced-time contracts may be considered. Lindenwood University does not grant tenure and has abolished tenure for all existing and future faculty and replaced it with a merit system.

CRITERIA FOR ANNUAL REVIEW AND EVALUATION

The University requires that all faculty members possess academic and moral integrity and shall conduct themselves professionally in the fulfillment of their responsibilities at the University. The University also requires that all faculty members support the mission of the institution.

The performance of faculty members is reviewed annually, and these reviews will include the following elements: consideration of student course evaluations, analysis of professional goals and objectives contained in the Individual Development Plan, an assessment of instructional effectiveness, and an evaluation by the appropriate school dean. (Please see INDIVIDUAL FACULTY RESPONSIBILITIES above, as well.)

FACULTY COMPENSATION

Faculty compensation is reviewed as part of the annual evaluation of each faculty member. Compensation is considered upon the annual review of each faculty member's academic performance and rank, in keeping with the criteria listed above in CRITERIA FOR ANNUAL REVIEW AND COMPENSATION and based upon individual merit, institutional needs, and available resources.

TERMINATION AND NON-RENEWAL OF CONTRACT

1) Termination for Cause

The administration may dismiss a faculty member at any time for cause, defined as failing to fulfill one’s professional duties or to conduct oneself according to acceptable professional standards as defined by a committee of their peers. Performance problems that are cause for dismissal shall include but are not limited to the following:

a. poor work execution
b. incompetence, defined as lack of sufficient ability, education, training, or experience to perform adequately
c. failure to carry out assigned duties
d. unethical conduct
e. posing a threat to the safety and security of the campus, the work environment, or the reputation of the University
2) Non-renewal

The administration may decide to not renew a faculty member's contract without a performance-related cause when that decision best serves the overriding educational, programmatic, or economic interests of the University. Written notice of non-renewal shall be delivered to the faculty member by March 15 in the first year of service, December 15 in the second year of service, and at least 12 months prior to the last work day after the second year of service.

3) Appeal Process

a. A full-time faculty member who is notified by the administration that his/her contract will not be renewed after at least three years of service or who is dismissed for cause in any year of service has a right to appeal the decision through these procedures:

1. Within 14 calendar days following the date of receiving written notice of termination or non-renewal, the faculty member may appeal the decision to the Dean of Faculty through written request, and the Dean of Faculty shall conduct a meeting with the faculty member and his/her school dean and department chair. Within seven business days after that hearing, the Dean of Faculty shall make a recommendation to the President to either sustain or reverse the decision.

2. If the decision is sustained and the faculty member believes that either academic freedom or the evidentiary review is at issue, the faculty member shall then have 14 calendar days to submit a written request to the Faculty Council for a hearing before that body. The faculty member shall send copies of the request to his/her school dean and the Dean of Faculty.

3. The Faculty Council shall review the request and determine whether a formal hearing should be conducted. If the council concludes that a hearing is warranted, it shall elect a subcommittee of three members to conduct the proceedings. At least two of the subcommittee participants shall have a minimum of six years of full-time faculty service, with at least three years of full-time faculty service at Lindenwood, and none shall be from the petitioner’s academic school.

4. The affected faculty member, the school dean, and the department chair shall be present at the hearing, and the faculty member shall have the opportunity to present any information he/she believes will support his/her case.

5. The school dean, department chair, affected faculty member, and/or members of the subcommittee may invite other members of the faculty or administration to speak to the issue.

6. Student opinion may be introduced through individual written statements or course evaluations at the Faculty Council’s discretion.

7. Within seven days of receipt of its subcommittee's report and conclusion on the hearing, the Faculty Council shall meet and determine a recommendation, and the Faculty Council Chair shall submit that recommendation in writing to the Dean of Faculty and the affected faculty member, normally within two business days of the determination.

8. The Dean of Faculty shall submit a copy of the Faculty Council’s written recommendation and supporting evidence and statements to the President, with his/her recommendation. The President shall issue a final administrative decision in writing to the faculty member and the council.

b. Any complaint alleging an arbitrary or capricious decision related to continued employment status may be appealed in writing to the Executive Committee of the Board of Directors only after all other procedures described here have been exhausted.
c. All evidence and conversations in this appeal process shall be held in strictest confidence by all parties

**PROCEDURES FOR ACTIONS STEMMING FROM FINANCIAL EXIGENCY OR PROGRAM ELIMINATION**

1. Declaration of financial exigency or elimination of an academic program will be determined by a vote of the Board of Directors.
2. The Faculty Council will be consulted for input and recommendations to the administration prior to a board vote on program or specialty deletion.
3. The academic administration and Faculty Council will work together to review programmatic and academic personnel priorities; those conversations will be taken into account by the President as he or she formulates a recommendation for the Board of Directors.
4. If a faculty member is slated for non-renewal for reasons of financial exigency or program or specialty deletion, the University will make all reasonable efforts to place him or her in an alternative position that is consistent with the individual’s credentials.
5. A faculty member whose position or program has been eliminated shall be paid through the end of his or her current contract.

**BENEFITS**

The benefits policies and practices in this booklet are subject to change subject to Board approval.

1. **Admission to Campus Activities:**
   
   During the academic year, the faculty member and immediate family will be admitted without charge to most campus activities (music, drama, athletic, events, etc.) upon presentation of a University identification card.

2. **Insurance**
   a. **Eligibility for all Insurance benefits is limited to full-time faculty and staff only.**
   b. The items and conditions of these insurance benefits are governed by the policy itself. For a complete summary of benefits see the employee benefits supervisor or payroll department.

   **Disability Insurance**

   Lindenwood University currently carries disability insurance in behalf of its employees. There is a waiting period of one year before new faculty members are eligible for disability benefits. Once one becomes eligible, benefits do not start until one has been certifiably disabled for six months. The faculty member is covered by the disability insurance in effect for the contract year. The faculty will be notified in writing of any changes that may occur during the contract year. A Summary Plan Description (SPD) provides coverage details. A copy of the SPD is available from Human Resources.

   **Health/Hospitalization/Major Medical**

   Lindenwood University currently has a group health plan available for full-time faculty. The University will make a monthly contribution toward the cost of insurance for participating faculty employees. The University contribution will be determined annually. Employees may also purchase a dental-coverage option. A Summary Plan Description (SPD) provides coverage details for health and dental insurance. A copy of the SPD is available from Human Resources.
3. **Retirement Plan**

Lindenwood University participates in the TIAA/CREF retirement program and invites its full-time employees to join. Eligibility for the plan: (1) 21 years of age and (2) employed at Lindenwood University for two years. (An exception can be made for those employees who have previously participated in any educational institution’s retirement plan.)

The University will match the employee’s contribution to the retirement plan up to 5% of the employee’s gross income.

4. **Paid Sick Leave**

Full-time employees are entitled to six working days of paid sick leave per year plus one additional day per year for each year’s service up to six additional days, or a maximum of twelve working days per year after six years of service. One can accumulate a maximum of 24 sick days, including days allocated for the present year. When an employee’s sick-day reserve is exhausted, any additional days missed shall result in pro rata reductions in the employee’s paycheck(s) until the sick pay overage is fully amortized.

A maximum of five days of sick leave may be used for a death in one's immediate family. Up to five days of an employee’s accrued sick leave may be used to care for an ill minor child in one’s immediate family, each year. During sickness of a colleague, employees are expected to assume the colleague’s duties with no additional compensation. A faculty member using sick leave must notify his or her school dean of each separate instance at the earliest possible time, so that arrangements can be made to cover missed classes.

Sickness necessitating absence of fewer than three working days may be certified by the employee except when such occurs immediately before or after a holiday or personal vacation. Other absences must be verified by a physician.

Sick leave is not reimbursable at the termination of employment at Lindenwood University.

5. **Vacations**

Vacation leave is specified in individual faculty employment contracts and is normally limited to faculty possessing twelve-month contracts.

Requests for the specific days to be taken as vacation must be approved by the appropriate school dean and the Dean of Faculty and reported to the University Personnel Office. Vacation requests must be submitted in writing at least two weeks prior to the requested vacation date.

Vacation time shall not be accumulated or carried over from year to year without approval of the President. No employee shall accumulate more than 40 vacation days. Accrued vacation days donated to the University shall not be replaced by other unused vacation days. Consequently, one’s accrual limit shall be permanently reduced by the number of days donated.

An employee who quits or is terminated is entitled to pro rata financial compensation for net accrued vacation days.

6. **Holidays**

The University observes eight holidays annually. However, offices may be open on some holidays.
Employees who work these days will receive other days off. Holidays to be observed include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. When the holiday occurs on a weekend, the previous or following weekday is granted as the holiday.

7. **Other**

The following benefits are provided all employees:

a. **Workman's Compensation.** An employee may not collect both workman's compensation and regular salary concurrently.

b. **Unemployment Insurance**

c. **Social Security and Medicare (FICA)**

Please note that benefits apply to full-time employees only. There are no benefits for part-time employees other than those mandated by law or explicitly stipulated in one’s employment contract letter.

**COURTESIES**

1) **Family Medical Leave**

Lindenwood will grant a leave of absence to regular full-time and regular part-time employees (for those who qualify) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition, or in the event of an employee’s own serious health condition. Leaves will be granted for a period of up to 12 weeks in any 12-month period. Qualifying employees will utilize their personal and vacation days at the onset of this period. They will also receive coverage under the University medical plan during this period. Employees should consult with the Human Resources Department for more details.

2) **Military Leave**

In compliance with the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) and any state laws, Lindenwood University will grant a military leave of absence in appropriate circumstances. Please advise Human Resources of induction into the military reserve or National Guard training or active duty requirements as early as possible.

An employee who voluntarily or involuntarily enters active duty in the United States armed forces will be reinstated to a similar position upon honorable release from military service in accordance with USERRA.

Employees must provide their supervisors with advance written notice of military service. Personal days and vacation days may be utilized for military leave as long as the employee has time available and/or accrued. Additional unpaid leave will be granted as necessary. Employees who follow the procedures outlined in the policy will accumulate seniority for the period of service in the armed forces and retain previously accumulated benefits subject to rules and regulations that might be imposed in plans underwritten by insurance companies. During any period of paid leave, the University will continue normal contributions toward the cost of benefits. When military service is unpaid, the employee will pay the cost of benefits.

An employee who is performing military service may elect to make employee contributions or elective deferrals to the University’s retirement plan to the extent allowed by law.
3) **Leave of Absence**

In special circumstances, an employee may be granted a leave of absence for a specified time agreed upon by the appropriate school dean and approved by the President. With the exceptions of accrued sick leave or vacation, no salary is granted with a leave of absence. Insurance and hospital benefits are the employee’s responsibility during leave of absence.

4) **Professional Leave**

Professional leave is defined as an approved absence from corporate and individual responsibilities to participate in professional development activities. Approval for professional leave must be from in writing at least four weeks in advance by the appropriate school dean, the Dean of Faculty, and the President.

**JURY DUTY**

If a full-time employee is called to jury duty, the employee will continue to receive his or her regular salary. All monies received from the court during this period must be turned over to the University.

**FACULTY OFFICES**

The University will provide suitably equipped office space for each full-time member of the faculty. However, because of space limitations, some faculty may need to share office space.

**PERSONNEL POLICY & PROCEDURES**

As a condition of employment, employees must support and abide by the University’s mission statement and the policies and procedures described in this handbook, the University catalogs, the Student Handbook, and any other published policy.

1) **Drug-Free Workplace**

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. All employees are required to comply with the provisions of the University's Drug Free Campus Policy. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off Lindenwood University premises while conducting Lindenwood University business. A report of a conviction must be made within five (5) days after conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

2) **Equal Employment Opportunity Policy**

Lindenwood University is committed to providing equal employment opportunity to all our employees. This policy applies to all personnel actions and procedures, including recruitment, hiring, training, promotions, terminations, compensation, benefits and all other terms, conditions or privileges of employment. This policy is to be administered without regard to race, color, religion, national origin, age, sex (including pregnancy), disability, marital status, veteran’s status, sexual orientation, genetic information and any other characteristic protected by federal, state or local laws. If you feel there has been a violation of this policy, you should immediately contact Human Resources. Every employee and every faculty member is responsible for assisting the University in the implementation of this policy, and every employee is expected to adhere to this policy not only in practice, but also in spirit.
3) Disability Accommodation Policy

As stated in our Equal Employment Opportunity Policy, Lindenwood University provides employment opportunities without regard to disability. Lindenwood University will not discriminate against a qualified disabled individual in regard to application, hiring, advancement, discharge, compensation, training, or any other terms, conditions, or privileges of employment. We will make a reasonable accommodation for any known physical or mental limitation of an otherwise qualified individual, unless doing so imposes an undue hardship on the University. Any request for an accommodation should be made to Human Resources.

EMAIL POLICY

The purpose of email services at Lindenwood is to improve the efficiency and effectiveness with which the University conducts business, increase the ease and frequency of internal and external communications, and realize institution-wide savings in the cost of communications at the University. The email system is to be used principally for conducting Lindenwood business. Excessive personal use—defined as exceeding 20 minutes per work day engaged in personal email communications—is not permitted. Any personal email transactions should take place only during regular work breaks, unless they are of a time-critical nature, e.g., related to a family emergency or an urgent financial or medical matter. Under no circumstances is any employee authorized to broadcast personal or political messages to either ad hoc or preconfigured distribution groups, whether internal or external to the University.

Lindenwood employees are prohibited from sending or knowingly downloading emails that violate local, state, or federal laws or ordinances. All electronic transmittals sent over Lindenwood’s system must conform to norms of common courtesy and decency. These transmittals must not contain off-color language or humor, obscene, profane, or tasteless images, or angry or disrespectful expressions. Nor should they express personal or unfounded criticisms of the University or any members of the Lindenwood community. Use of the system to carry out threats or harassment will result in disciplinary action that may include termination of employment at the University.

Neither graphic images nor software attachments should be downloaded, opened, or transmitted via email unless automatic virus-checking is turned on and functioning at the time of such operations. No one should open attachments that have questionable or unknown status, as doing so can cause expensive, time-consuming damage and malfunction across the University’s entire computer network.

All emails generated through or received by Lindenwood’s email system are property of the University and subject to examination by University officials for cause. However, statutes governing intellectual property rights will supersede the University’s prerogatives in the case of copyrighted materials. Although Lindenwood does not routinely monitor all emails, it does reserve the right to inspect any messages on its server at any time.

Failure to abide by these policies may result in rescission of an individual’s email privileges. Repeated violations of these strictures may be cause for dismissal.

Use of the Lindenwood University computer network is predicated on the signing of the compliance with the Lindenwood University use policy.

ANTI-DISCRIMINATION/ANTI-HARASSMENT POLICY (Adopted by Board of Directors - 11/19/93; modified on 11/03/06 and 2/11/11)

Lindenwood University is an Equal Opportunity Employer. The University complies with Title VII of the Civil Rights Act of 1964 and other legislation, as amended, including the Equal pay Act of 1963, the Age
Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, and other legislation that prohibits discrimination in employment and access to educational programs because of race, color, national origin, sex, age, or physical handicap. Lindenwood University is committed to a policy of non-discrimination and dedicated to providing a positive discrimination-free educational work environment. Illegal discrimination, including sexual harassment, is prohibited. Harassment on the basis of sex is a violation of Section 703 of Title VII. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) 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. Retaliation against or intimidation of a person who has filed a complaint of sexual harassment is also prohibited. Sexual harassment in which a faculty member makes sexual advances, requests sexual favors, or engages in any other verbal or physical conduct of a sexual nature toward a Lindenwood University student, even if that student is not directly under the faculty person's tutelage, will not be tolerated.

It is Lindenwood University policy that harassment of any kind or type, including but not limited to sexual harassment, shall not be tolerated and that disciplinary action up to and including termination will be imposed on employees engaging in such actions.

Any matter involving harassment shall be brought to the immediate attention of the school dean or one of the University officers listed below:

<table>
<thead>
<tr>
<th>Dr. Deb Ayres</th>
<th>Ms. Julie Mueller</th>
<th>Dr. Jann Weitzel</th>
</tr>
</thead>
<tbody>
<tr>
<td>VP for Human Resources</td>
<td>VP for Operations &amp; Finance</td>
<td>VP for Academics</td>
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<tr>
<td>Dr. John Oldani</td>
<td>Dr. Angela Wingo</td>
<td>Dr. Keith Russell</td>
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<td>VP for Student Development</td>
<td>Dean of Students</td>
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