

The Board of Trustees of the University of Central Arkansas convened in a called meeting Monday, October 4, 1999, at 5:00 p.m. in the Fireplace Room in McCastlain Hall with the following officers and members present, to-wit:

Chair:	Mr. Rickey Hicks
Vice Chair:	Mr. Dalda Womack
Secretary:	Mr. Randy Sims
	Mr. Madison P. Aydelott III
	Dr. Harold Chakales
	Mrs. Elaine Goode
	Mr. Rush Harding

constituting a quorum of said Board, at which meeting the following business was transacted, to-wit:

### MINUTES

**Minutes of the August 6, 1999, Board Meeting** were unanimously approved as circulated upon motion by Mr. Harding with a second by Mrs Goode.

**Minutes of the September 10, 1999, Teleconference Board Meeting and Confirmation of Action Taken** were unanimously approved as circulated upon motion by Mr. Sims with a second by Mrs. Goode.

Note: Mr. Aydelott had not yet arrived.

### INTRODUCTIONS

President Thompson introduced Dr. Don Whistler, President of the Faculty Senate, and Mr. Travis Plumlee, President of the Non-tenure Track Faculty Senate.

### PRESIDENT'S REPORT

**Litigation Report** - President Thompson presented the following report on the status of litigation involving UCA as of September 23, 1999.

John Lammers v. University of Central Arkansas, et al., (CIV-99-169) (United States District Court).

Dr. John H. Lammers initiated legal action against Winfred L. Thompson, Terrance Kearns, Members of the Board of Trustees, and the University of Central Arkansas, alleging his termination in 1998 violated his constitutional rights, specifically the First Amendment to the United States Constitution. An Answer was filed on behalf of all defendants on April 02, 1999, denying all material allegations noted in the Complaint, as well as asserting a number of affirmative defenses. On September 15, 1999, a First Set of Interrogatories and Request for Production of Documents, and First Set of Request for Admission were submitted on behalf of the defendants. The parties are in the process of scheduling depositions to begin in November and are continuing to engage in other forms of discovery. No trial date has been set.

On September 16, 1999, during the opening session for faculty, pamphlets were handed out that contained a quotation from Dr. Lammers indicating the American Association of University Professors (hereinafter "AAUP"), which is investigating the university with respect to Dr. Lammers' termination, had provided a grant from the Academic Freedom Fund for assistance in the legal action Dr. Lammers has pending against the university and its officials. The AAUP's recent action raises an important question: How can an organization founded upon "maintain[ing] and advanc[ing] the standards and ideals of the profession" act with such a gross conflict of interest? The following is a brief chronology of events that have transpired between the university and the AAUP regarding the president's decision to terminate Dr. Lammers.

On June 25, 1998, the AAUP informed the university it had been contacted by Dr. Lammers for "advice and assistance." The AAUP concluded its letter urging the university to rescind the termination decision and reinstate Dr. Lammers. The university responded on July 20, 1998, explaining the steps that had been taken regarding grievance proceedings, as well as Dr. Lammers' later decision to waive all internal grievance processes, both informal and formal. A second letter from the AAUP dated October 14, 1998, indicated it "did not address the matter (referring to university policy not to discuss personnel issues) further, preferring to await his attorney's filing a complaint so that we could distinguish any legal issues in the case from the academic issues that concern us." Again, the AAUP urged the university to reinstate Dr. Lammers. The AAUP, on October 27, 1998, informed the university it would be sending an ad hoc committee to investigate. On November 18, 1998, the university indicated it would cooperate with the investigation, but that it's

cooperation would be limited “to those areas which neither affect the university’s legal rights and obligations nor impair its litigation strategy.” A series of letters dated November 16, December 01, and December 09, 1998, addressed the arrangements for the committee to conduct its’ investigation.

During the investigation, the ad hoc committee informed the university that a draft report would be prepared and forwarded for review within six (6) weeks from the date of the on-site visit during January 1999. Having received no response within that period of time, university counsel contacted Jordan Kurland of the AAUP inquiring as to the status of the report. Mr. Kurland indicated that one of the committee members, Dr. Jack Schuster, had to leave unexpectedly for Australia. However, during the on-site visit, Dr. Schuster related that he would be traveling to Australia, but would turn in a draft prior to his departure. Having still received no report, the university submitted a May 26, 1999, letter to Mary Burgan, Executive Secretary for the AAUP, indicating the report had not been forwarded to the university for comment, as promised, and according to AAUP procedures. Ms. Burgan responded on June 02, 1999, informing the report had not been submitted and no action would be taken regarding the university during the month of June. At a time subsequent to June 1999, university counsel left a telephone message for the other committee member, Dr. Linda Ray Pratt, that has, to date, not been returned. On September 22, 1999, the university sent a letter to the AAUP raising the conflict of interest issue, and once again, requested a copy of the findings or a status report. The university still awaits a response from the AAUP.

B.D. Holmes v. University of Central Arkansas. (LR-C-98-826) (United States District Court).

Plaintiff, formerly a tenured faculty member, has filed suit pursuant to Title VII of the Civil Rights Act, alleging race and gender discrimination related to her termination from the university. An answer was filed on May 04, 1999. A First Set of Interrogatories, Request for Production of Documents, and Request for Admissions were submitted on behalf of the university on September 13, 1999.

Note: Mr. Aydelott arrived at this time.

### **ACTION AGENDA**

**Property Acquisitions** - President Thompson requested direction from the Board regarding acquisition of three properties within the university's projected growth area: an unimproved vacant lot owned by the estate of Marie C. Estes, property owned by Jones & Mackey Construction Company located at 453 Western Avenue, and a parcel of property commonly referred to as the "old Conway hospital," all of which are located along College Avenue. The City of Conway recently announced that it would receive bids on the hospital property which are due October 7.

At President Thompson's request, Dr. John Smith, Vice President for Financial and Administrative Services, identified the properties mentioned above using an overhead projector and recounted previous Board discussions and actions regarding the Estes property and the Jones & Mackey property. A lengthy discussion followed during which President Thompson and Dr. Smith responded to questions from Board members.

**Following discussion Mr. Harding moved that the administration be authorized to submit a fair and reasonable bid on the "old Conway hospital" property and delay decisions on the Estes property and the Jones & Mackey property until the results of the bids on the hospital property are known. Mr. Sims seconded the motion. Further discussion followed during which Mr. Womack voiced his concerns about not pursuing the Estes property as previously discussed by the Board. Following another lengthy discussion, Mr. Harding called the question. The motion passed with six affirmative votes and one negative vote by Mr. Womack.**

**Non-Tenure Track Multi-Year Appointments Policy (Board Policy No. 302)** - At its March 12, 1999, meeting the Board of Trustees approved a new policy that provides for non-tenure track, twelve-month multi-year faculty appointments. Use of multi-year appointments, as an alternative to tenure-track positions, provides greater flexibility in the development of faculty composition and structure needed to address the mission of the university in a manner that supplements the use of tenure earning and tenure-track appointments.

Revisions to the policy are proposed to allow the appointment of nine-month faculty to non-tenure track multi-year appointments. Virtually all of the substantive provisions will remain the same as for twelve-month faculty, with minor changes to address the differences associated with

nine-month faculty, including, but not limited to calculation of salary, teaching load, and employment periods.

The following resolution was adopted unanimously upon motion by Mr. Aydelott with a second by Mr. Harding:

**“BE IT RESOLVED: THAT THE BOARD OF TRUSTEES APPROVES THE REVISIONS TO BOARD POLICY NO. 302, ‘NON-TENURE TRACK MULTI-YEAR APPOINTMENTS POLICY.’”**

UNIVERSITY OF CENTRAL ARKANSAS  
BOARD POLICY

Policy Number: 302

Subject: Non-Tenure Track Multi-Year Appointments Policy

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Date Adopted: \_\_\_\_\_ Revised: \_\_\_\_\_

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The university may offer three-year non-tenure track appointments for twelve- and nine-month faculty positions consistent with the conditions outlined in this board policy. The offer of a multi-year appointment is in lieu of a tenure-track appointments. The use of such appointments allows for flexibility in the development of faculty composition and structure needed to address the mission of the university in a manner that supplements, rather than supplants, the use of tenure-earning and tenured appointments.

Acceptance of a multi-year appointment imposes a commitment upon a faculty member to exemplify the highest professional and academic standards. Faculty are expected to be effective teachers, productive scholars, and participators in university and community service. A faculty member accepting such an appointment acknowledges an obligation to the institution and its students in order to fulfill the expectations imposed by the *Faculty Handbook* and policies of the Board of Trustees. The faculty member further pledges to exercise due diligence in the performance of all faculty duties and responsibilities. Acceptance of a multi-year appointment obligates a the faculty member not to become bound by any other agreement or obligation that might interfere with performance of the assigned duties.

It is anticipated that a multi-year appointment will initiate a long-term employment relationship between the university and a faculty member. Each year of the three-year rolling appointment a faculty member will be evaluated to determine whether or not satisfactory service has been rendered to the university. If a faculty member has rendered satisfactory service and if the university anticipates a continuing need for the position, then an additional year will be added to the appointment. Thus, a faculty member employed in this capacity will have two additional years of employment beyond the year in which he/she is currently employed.

In the event it is determined that a faculty member has not rendered satisfactory service, the university reserves the right to notify a faculty member, in writing, giving notice of dismissal no later

than March 1 of the first year of employment or December 15 of the second year of employment. At any point during the term of employment, a faculty member may be dismissed for misconduct as defined in the *Faculty Handbook*.

Faculty members accepting **twelve-month** appointments under this policy will be assured of an initial twelve month salary which will be at least equal to 11/9 of the national average salary for faculty members in the same rank and discipline. **Faculty members accepting nine-month appointments under this policy will be assured of an initial nine-month salary which will be at least equal to the national average salary for faculty members in the same rank and discipline. The calculation of both twelve- and nine-month salaries will be in accordance with** ~~according to~~ the most recent CUPA National Faculty Salary Survey available at the time the appointment is offered.

**For both twelve- and nine-month faculty,** annual salary adjustments will be based on established evaluation processes. The appointment will indicate the pay rate for the initial year and other special conditions of the position including the terminal date. A multi-year appointment will include the assignment of academic rank, and may also involve a concurrent assignment of administrative responsibilities. Faculty members on multi-year appointments are eligible to earn promotion in academic rank, receive salary increases, and participate in faculty programs and activities offered to other faculty provided eligibility criteria are met.

During the term of a multi-year appointment, a faculty member relinquishes the possibility of receiving tenure; however, the university recognizes and acknowledges that academic freedom is essential to fulfill a faculty member's teaching and scholarship obligations. A faculty member hired pursuant to a multi-year appointment is entitled to academic freedom consistent with that of tenured faculty members, including the ability to redress a grievance with the academic freedom committee.

The normal teaching load **for twelve-month faculty** may vary from thirty (30) to thirty-six (36) credit hours per annum, depending upon departmental teaching needs. **The normal teaching load for nine-month faculty is twenty-four (24) credit hours per nine-month period.** The teaching load ~~will~~ **may** be distributed across the academic year, summer sessions and intersessions in a manner that best meets the teaching needs of the department while taking into account the timing of scholarly and service commitments.

Faculty employed ~~pursuant to~~ **on a multi-year twelve-month** appointment are eligible for reassigned time, summer stipends (which would buy out a summer course, not provide additional compensation), and external grants that can buy out portions of teaching assignments. **Faculty employed on a nine-month appointment are eligible for reassigned time, summer stipends, and**

external grants that provide compensation during periods when a faculty member is not under appointment, or to buy out portions of teaching assignments. Traditional practice for research start-up funds will apply to these positions. Additionally, faculty are eligible for service on all committees, except tenure and Faculty Emeritus committees.

A faculty member accepting a multi-year appointment cannot have his/her position converted to a tenured or tenure-track position. A faculty member accepting a multi-year appointment who on a subsequent date applies for and is appointed to a tenure-track position, cannot count the years served in a multi-year appointment towards tenure.

~~Pursuant to a multi-year agreement,~~ a Faculty member employed on a twelve-month appointment will enjoy the same scheduled university holidays, vacation and sick leave as other twelve-month employees. Faculty employed on a nine-month appointment will enjoy the same scheduled university holidays, vacation and sick leave as other nine-month faculty.

During the initial year of ~~the~~ a twelve-month appointment, the starting date will be negotiated, typically between July 1 and August 16. Thereafter, the employment period will commence on July 1 and continue through June 30. Faculty employed on a nine-month appointment will typically be employed for a continuous nine month period. Generally, the period will run from August 16 through May 16, but other time frames may be set to meet the needs of the university.

In the event the university ~~chooses~~ decides to discontinue hiring faculty through non-tenure track multi-year appointments, those previously hired would continue on a multi-year appointment subject to satisfactory performance and needs of the university.

An employment agreement of this nature is created in accordance with, and subject to, laws of the State of Arkansas, regulations issued by authorized agencies of the State of Arkansas, policies, directives, and other actions of the Board of Trustees, under the supervision and direction of the President.

The university abides by the guarantees of the constitution and applicable federal and state statutes, and does not discriminate on the basis of race, national origin, gender, age, religion or disability.

There being no further business to come before the Board, the meeting was adjourned upon motion by Dr. Chakales with a second by Mr. Aydelott.

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Mr. Rickey Hicks, Chair

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Mr. Randy Sims, Secretary