



**LINCOLN UNIVERSITY  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: B19-1168**  
**TITLE: BOOKSTORE OPERATION SERVICES**  
**ISSUE DATE: FEBRUARY 12, 2019**

**REQ NO.: not applicable**  
**BUYER: Debra Kidwell**  
**PHONE NO: (573) 681-5415**  
**E-MAIL: kidwelld@lincolnu.edu**

**RETURN PROPOSAL NO LATER THAN: MARCH 5, 2019 AT 2 P.M. CST**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Lincoln University Purchasing Department (1002 Chestnut St, Room 101) by the return date and time.

**RETURN PROPOSAL TO:** (courier service)  
**LINCOLN UNIVERSITY**  
**1002 CHESTNUT ST**  
**SHIPPING & RECEIVING BLDG**  
**JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: AUGUST 1, 2019 THROUGH JULY 31, 2024, WITH THE OPTION TO RENEW THE CONTRACT FOR ONE (1) ADDITIONAL FIVE -YEAR PERIOD.**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 04/23/2010). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from Lincoln University or when this RFP is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the offeror and Lincoln University.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
VENDOR NO. (IF KNOWN)	TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN or <input type="checkbox"/> SSN	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
CONTACT PERSON		E-MAIL ADDRESS	
PHONE NUM BER.		FAX NUMBER	

**NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)**

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	PURCHASING DIRECTOR	

## Bookstore Operation Services at Lincoln University

This is a Request for Proposals (RFP) issued by Lincoln University (hereinafter referred to as the "University" or "LU" or "Lincoln") seeking proposals from experienced and qualified vendors to furnish comprehensive Bookstore Operation Services at LU.

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## **SECTION 1. SCOPE OF WORK**

### 1.1. BACKGROUND

Lincoln University was founded in 1866 by the men of the 62nd and 65th United States Colored Infantries and their white officers, for the special benefit of freed African Americans. Today, Lincoln University's role in the education of Missourians and others and its service to stakeholders throughout the state, the nation, and across the globe is well recognized. Lincoln University continues to serve the needs of its diverse student body through a tradition of offering innovative programs that makes the college experience special. In addition to the main campus located in Jefferson City Missouri, Lincoln has facilities/offices in Kansas City, St. Louis, Sikeston, Caruthersville, Fort Leonard Wood, and Cole County. More information can be found at [www.lincolnu.edu](http://www.lincolnu.edu).

### 1.2. OBJECTIVE

Lincoln is seeking a qualified vendor to provide a full service, high quality, cost effective solution regarding the complete management of the University's Bookstore operations to service the needs of the University's students, faculty, staff and guests. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

**Site inspection: The University will conduct site inspections of the facility on Thursday, February 21, 2019 at 10:00am and 2:30pm. Interested individuals should report to the Purchasing Department at 1002 Chestnut St, Jefferson City MO at one of these times to participate in a site inspection. The site inspection is not mandatory, and it is only necessary to attend one of the two site inspections.** Please note that no questions will be answered during the site inspection. Questions should be submitted as noted under Section 2.1.

### 1.3. MISSION: The mission of the Lincoln University Bookstore is to enhance student support by assisting students in obtaining required course material, providing products and services that support student's learning needs and promote campus life.

- a. Assisting students in obtaining required course material
  - i. Textbooks in multiple formats and delivery methods (purchase vs rental, traditional book, e-book, unbound book, etc)
  - ii. Book information (ISBN, title, author, edition)
  - iii. Alternative methods of purchase (3<sup>rd</sup> party, peer-to-peer)
  - iv. Accept financial aid as a form of tender
- b. Providing products and services that support student's learning needs
  - i. School supplies
  - ii. Academically priced software
  - iii. Reference books & study aids
  - iv. Access to copy services (space and monitoring only)
- c. Promoting campus life
  - i. Consumables (coffee, snacks)
  - ii. Lincoln branded clothing and merchandise
  - iii. Greek clothing
  - iv. Modern, social environment

### 1.4. CURRENT AND HISTORICAL SERVICES INFORMATION

- a. HISTORICAL SERVICES:
  - i. Until May 2016, Lincoln had a University bookstore located in the Scruggs University Center, which is the University's student center. For a floor plan of the bookstore see Appendix V.
  - ii. The approximate square footage of the bookstore location is 7,700sf. There is approximately 3,500sf available on the main level, and approximately 4,200sf available on the ground floor level. In addition, there is a small room of ~50sf on the ground floor level that was previously used as a small office. Both levels are ADA compliant and include and interior elevator and staircase with entrances

at both levels. The primary floor is carpet tiles. The existing main floor entrance has LVT in the heavy traffic areas around the cash wrap and door.

iii. **June 2014 – June 2015 Revenue totals and by category:**

Row Labels	Sum of Quantity	Sum of Sales Revenue
<b>GENERAL MERCHANDISE</b>	<b>29,884</b>	<b>\$303,631.62</b>
CLOTH INSIGNIA	5,855	\$103,422.15
ELECTRONICS	1,539	\$138,131.47
FOOD/SUNDRIES	16,331	\$25,520.21
GIFT STAT CARDS	1,702	\$14,969.48
SCH OFF ART ENG	4,457	\$21,588.31
<b>NEW TEXT</b>	<b>4,418</b>	<b>\$360,311.37</b>
COURSEPACKS	58	\$5,004.07
CUSTOM PUB	951	\$42,785.68
E-BOOKS	105	\$11,300.57
TEXT	3,070	\$262,427.55
TEXT BUNDLE	234	\$38,793.50
<b>SERVICES</b>	<b>394</b>	<b>\$14,701.14</b>
<b>TRADE</b>	<b>481</b>	<b>\$4,111.33</b>
BOOKS	6	\$88.70
GENERAL	466	\$3,548.68
SHORT DISC	9	\$473.95
<b>UNKNOWN</b>	<b>1,156</b>	<b>\$19,043.98</b>
<b>USED TEXT</b>	<b>7,913</b>	<b>\$596,605.11</b>
CUSTOM PUB	11	\$884.03
TEXT	7,901	\$595,658.69
TEXT BUNDLE	1	\$62.39
<b>Grand Total</b>	<b>44,246</b>	<b>\$1,298,404.55</b>

b. **Current Services**

- The University currently does not operate a bookstore. Textbooks and class materials are sold online through Missouri Book Services, and shipped to campus for delivery to students.
- The following are most recent three complete fiscal year sales figures. These figures are provided as historical data only and are not a guarantee of future sales.

Year	New	Used	Rental	Marketplace	eBooks	Total Sales
2016-17	308,906.51	210,744.29	18,268.51	23,997.89	17,750.67	586,828.62
2017-18	229,989.19	154,087.02	36,910.50	33,878.19	7,620.43	469,452.58
2018*	103,771.76	69,684.56	19,926.27	14,482.58	4,255.29	220,668.21

*\*unaudited data*

c. **Current contracts**

- LU currently has a contract with Pepsi Cola for exclusive pouring rights on campus. That contract expires March 2020.
- LU currently uses Canteen services to provide snack and vending options across campus. They do have a vending machine in the Scruggs University Center for supply items such as aspirin and pens.
- LU has a contract with Sodexo Operations, LLC for operation of the University's dining services located in the Scruggs University Center. They do operate a food-to-go option at this location. That contract expires July 31, 2024.

- iv. LU has a contract with SideArm for an LU Athletics web content management. LU anticipates eliminating the merchandise sales through that website once a fully functional bookstore website (including retail merchandise) is operational.
- v. LU has a contract with Johnny Macs Apparel for athletic apparel. This contract allows for the purchase of non-athletic apparel such as t-shirts for special events and/or fundraising purposes (coaches vs cancer, track and field fundraiser, etc).

#### 1.5. SCOPE OF DESIRED SERVICES

- a. The awarded contractor shall operate the bookstore facility as an independent contractor and shall be the University's preferred seller of all required, recommended or suggested textbooks, course materials, and other items typically sold in college bookstores. These preferred rights shall not extend to items such as - prepackaged snacks, beverages, made-to-order food, or vended supplies such as currently provided via agreements with Sodexo Operations, LLC and Canteen services, nor shall they extend to any location other than the main Jefferson City location. The contractor may also sell computers and electronic items and t-shirts for special events and/or fundraising purposes, but shall not be granted preferred rights for such items.
- b. The University Bookstore operation services must be provided in a manner which will complement and enhance campus academic and student life programs. The University seeks to develop innovative solutions which will articulate the University's mission regarding teaching, research, and public service, on the one hand, and improve and promote the campus on the other.
- c. The awarded contractor shall offer a full line of goods required to support the course offerings of the University. The awarded contractor shall provide for sale a full line of textbooks and support materials as identified by faculty as necessary for the presentation of courses. Students must be able to purchase textbooks and class materials both in-store and on-line.
- d. It shall be the responsibility of the awarded contractor to obtain a list from faculty each semester (Fall, Spring, Summer and Intercession) of texts and other books or materials faculty wish to use in their courses. This should be an electronic/on-line process for faculty/deans that is also accessible to LU administrators for auditing and reporting purposes. The University will work with the contractor to encourage prompt and timely submission of textbook orders by faculty to the bookstore.
- e. The awarded contractor shall operate a fully functional bookstore that will sell not only paper textbooks, but also trade books, e-books, stationary, university imprinted clothing, clothing, school supplies, health and beauty aid items, sundries and snacks. Other items usually sold in University Bookstores may be sold as well, in addition to other items mutually agreed upon by the University and the awarded contractor. The sale of alcohol and tobacco products, however, is entirely prohibited.
- f. In order to meet the needs of the University, the awarded contractor must provide bookstore operation services on a daily basis in accordance to the following schedule –
  - i. Regular Hours (follows academic calendar) Mondays – Friday 9am - 6pm
  - ii. Summer Hours Mondays – Thursdays 9am - 6pm
  - iii. Saturdays and Sundays closed
  - iv. During peak periods of enrollment, such as at the start of a semester, or for special events on campus, additional hours of operations may also be provided as necessary.
  - v. During academic breaks, the hours of operation may be reasonably reduced by mutual agreement of the contractor and LU.
- g. The awarded contractor shall provide an LU branded web site through which sales are made to the LU community and others. All sales (textbooks, other books, supplies, etc) through this web site must be recorded as sales under this contract and eligible for commission.
- h. The awarded contractor shall provide electronic textbooks and other related books where available for purchase and/ or rental, and download.
- i. Bidding contractors shall propose innovative methodologies and procedures, including potential new technologies, for purposes of facilitating student book purchasing and other means of providing textbook material to students.

## 1.6. BOOK VOUCHER PROCESS

- a. The vendor is expected to support the use of financial aid book vouchers to Lincoln University (University) students. Book vouchers may be financed through institutional scholarships, third party sponsorships and excess federal/state financial aid.
- b. The book voucher system must function electronically, including the capability to upload voucher availability data files from the University multiple times per day.
- c. Uploaded files should have the capability of overriding current book voucher amounts, increasing or decreasing voucher amounts as applicable.
- d. The book voucher system must be able to provide a data file of book voucher transactions to the university in a format that can be uploaded into the University administrative system weekly.
- e. The book voucher system should be capable of accepting tax exempt vouchers and provide the capability to allow vouchers to be for books only or books and supplies only.
- f. Book voucher availability is based on the University timeline. Book vouchers open no less than three weeks prior to the beginning of each term and expire no later than 2 weeks after the first day of the semester.
- g. The University should be allowed to issue book vouchers outside of the timeline referenced above.
- h. The University currently has the capability to manually add vouchers to the vendors online book voucher solution. The University would like to continue with this capability.
- i. The University currently has the capability to manually expire vouchers to the vendors online book voucher solution. The University would like to continue with this capability.
- j. The University currently has the ability to monitor the transactions on a student's book voucher. The University would like to continue with this capability.
- k. The book voucher system must produce notifications to students as book vouchers are available. The University should be allowed to aid in crafting the notification content.
- l. The book vendor must provide a point of contact to University staff.
- m. The book vendor must work directly with University staff to resolve student concerns/issues.

## 1.7. PRICING and METHOD OF PAYMENT

- a. The University requires the following pricing structure concerning the Bookstore operational policies. The awarded contractor, upon request by the University, will provide proof of these expectations.
- b. The cost of new, required hard and soft cover textbooks and trade books shall not exceed the suggested list price of the publisher.
- c. Used books, in good condition, shall be available at no more than 50% of the current selling price.
- d. Course packs and non-returnable textbooks may be priced at an agreed upon gross margin. The awarded contractor must clearly communicate to the purchaser that such material is restrictive and non-returnable.
- e. In order to support the computer services area of the University, the awarded contractor shall provide for sale relevant software, study aids and related materials involving computing activity by students, faculty and staff at a discounted competitive price.
- f. Bestsellers, paperbacks, and other such book materials shall be sold at or below publisher's list price.

- g. General school supplies and other sundries shall be priced to be competitive with other retailers in the local area.
- h. The awarded contractor agrees to place special orders for books requested by faculty, students or staff. Appropriate deposit requirements as a protection to the store are authorized.
- i. The awarded contractor shall accept all major credit cards, debit cards, cash, and personal checks with proper identification.
- j. The awarded contractor shall provide their own network connection, network equipment, and processing devices to support credit and debit card transactions. The awarded contractor may use the University's infrastructure to build their PCI compliant network. The University will assist in establishing the awarded contractor's network by providing access to data closets and network drop locations. The awarded contractor shall also be responsible for contracting with an internet service provider in order to facilitate the transmission of credit card transactions from the awarded contractor's point of sale to the awarded contractor's credit card processor. The awarded contractor shall be responsible for the cost of any equipment and reoccurring charges associated with the internet service.

#### 1.8. REFUNDS/EXCHANGES

- a. The awarded contractor agrees to refund or exchange without penalty any textbooks—in like condition--within seven (7) days of the beginning of the fall and spring semesters. Sales and refund policies shall be conspicuously posted. The University may be moving to fall, spring and summer intercessions, the vendor should identify how they would address refunds and exchanges under this scenario.

#### 1.9. BUYBACK

- a. The awarded contractor shall provide a book repurchase (buyback) system that will allow for the buyback purchase of hard and soft cover texts that are in good, resalable condition. Excluded from the book buyback system are all workbooks and study guides used specifically with the intention of marking up and/or removing pages from, as well as packaged systems upon which subsequent purchases violate the publisher's granted license (the restrictive and non- returnable materials must be clearly communicated to the buyer upon purchase).
- b. When the awarded contractor has been notified that a book will be used at the University for the following semester or session, the awarded contractor shall offer to purchase the book for not less than 50% of the book's selling price, provided the book is in good condition. In the absence of such notification, or if the book will not be used for the following semester or session, or is to be replaced shortly by a revised edition according to the announcement of the publisher, the awarded contractor will offer to repurchase the book at the price listed for same, in good condition.
- c. Buyback options must remain available to students through graduation.

#### 1.10. COMMISSIONS, ACCOUNTING AND PAYMENTS

- a. The University's fiscal reporting period is July 1st through June 30th. The awarded contractor's reports regarding sales and commissions shall comply with this period.
- b. The University shall receive all commission payments electronically by the 25th day of the following month.
- c. A listing of monthly sales and returns shall be sent to the Vice President of Administration and Finance within 30 days after the end of each calendar month. In addition, the contractor must furnish an audited profit and loss statement for the LU bookstore within 90 days after the close of the contractor's fiscal year.
- d. The awarded contractor shall maintain complete and accurate sales transactions for each sale in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of seven (7) years from the close of each year's operation. The University's representative or selected auditors may annually, or more often if

deemed necessary, examine all financial and operational phases of the contractor's services. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

- e. All period commission statements and payments shall be sent to the Vice President of Administration and Finance or his/her designee. Bookstore commissions and guarantee payments not received by the University on the 25th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum penalty on the commissions due.
- f. The contractor will be required to be a participant in LU's licensing program. The contractor will not have exclusive rights for on-campus sale of LU clothing, novelties, cups, hats and memorabilia. LU items are sold by booster clubs, the LU foundation, and the LU Alumni Association. Special sales of a limited nature are also held by student organizations, student government, intercollegiate athletic teams or University departments.
- g. The University will not be responsible for any bad debts incurred by the contractor.

#### 1.11. UTILITIES, FIXTURES and ALTERATIONS

- a. The University shall provide utilities (electrical, water, telecommunications and data outlets) to the University Bookstore; however, the awarded contractor must provide all the equipment, software and supplies necessary to connect to these utilities.
- b. The awarded contractor shall supply the necessary merchandising fixtures for the operation of the Bookstore upon commencement of this agreement. The Contractor shall provide regular preventative maintenance for all bookstore operational equipment and fixtures in the Bookstore, and replace any bookstore operational equipment, contractor owned computer systems, or merchandising fixtures that require replacement. Provision and maintenance of cash registers are the responsibility of the Contractor, and all transactions shall be recorded on such registers.
- c. The awarded contractor shall also provide fittings such as display racks for clothing, supplies, sundries, newspapers, magazines, etc., as well as refrigeration units for various items. Any existing University owned fixtures may be used in the event they are deemed adequate upon inspection by the University and the awarded contractor.
- d. The awarded contractor shall furnish, decorate and generally outfit the Bookstore in such a manner as to present a high-quality retail operation dedicated to providing university bookstore operations.
- e. The awarded contractor is not allowed to make "any" alterations, construction changes, wiring, infrastructure, or modifications to the space without the approval of LU Facilities and Planning. All agreed upon work will be managed by LU Facilities and Planning to ensure all compliance codes are met to protect the University. Such alterations or facility changes shall be made at the sole expense of the Contractor.
- f. The University or the University's contracted cleaning vendor shall sweep and damp mop all VCT areas and vacuum carpeted areas daily Monday thru Friday (excluding holidays). The University or the University's contracted cleaning vendor shall also strip and wax the VCT areas and clean and extract all carpets of the Bookstore a minimum of once per calendar year. The Contractor shall be responsible, at its sole expense, for providing the remainder of the general custodial services, including but not limited to cleaning windows, all trash removal, dusting and general light cleaning.

#### 1.12. SECURITY

- a. The facility is accessed via key. The Contractor shall also be responsible for the security of those areas that are used by its employees and agents. The Contractor shall immediately report to University police any trespass or break-in to areas of the University campus utilized by the Contractor and for reporting all the facts known to it relating to losses incurred as a result of such trespass or break-in.

- b. The awarded contractor shall purchase locks and other security devices not provided by the University that may be required by the Contractor to further secure products or property maintained by it within the Bookstore. Contractor may not purchase any lock devices for building or bookstore entrance, exit or any other external bookstore or building access points.
- c. The awarded contractor shall be responsible for the cost of any re-keying of the bookstore facilities which is caused by the contractor through the loss of keys or other reasons.
- d. Lincoln University currently uses Sonitrol/Stanley security system. The contractor shall pay for all implementations associated with a security alarm system and should include a panic button if there will be cash on site. The contractor will be responsible for purchasing (from a vendor of their choosing) all loss prevention devices for in-store inventory.
- e. Lincoln University's cameras, video recordings and video management are owned by LU Student Affairs, supported by LU Information Technology and managed by Kenton Brothers under a services agreement. Lincoln University's video management solution is Milestone Xprotect Corporate v2018 running on a virtual server on VMware/VSphere (v6.5 or higher) on MS 2016 server OS. Video recordings are stored on a Dell EMC SCv300 SAN backed up using Veeam Enterprise to a Synology RackStation NAS. Lincoln University's network is a Dell 80GB backbone with 20GB uplinks to data closets, Gigabit ports, 1 Gig internet connections (expandable to 10 Gig) and 802.11ac wireless access points with a SonicWALL firewall. The provider will be responsible for setting up and maintaining any needed servers for services provided. A local VM server can be contracted with ITS and made available within the ITS server/VM farm to the provider if needed. Any and all video surveillance equipment used on LU's campus must be viewable and accessible by LU's Police Department.
- f. The University shall have immediate access to all secured areas for the purpose of emergency and security reasons.
- g. The University shall provide the awarded contractor with campus security services including night patrol, door checks, security consulting, and call response. Security services provided by the University shall not include armored car service.

#### 1.13. EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT & SANITATION

- a. The Bookstore premises, equipment, supplies and facilities shall be maintained for the life of this contract in conditions satisfactory to the University and in compliance with all university, state and local related health and sanitation codes. Thus, the awarded contractor shall adhere to the highest standards of cleanliness and sanitary practices.
- b. Complete cooperation and access to all service, production and storage areas must be made available to State Health inspectors, LU's Director of Facilities and Planning (or designee), LU's Police Department and LU's environmental health personnel for inspection purposes. The Contractor shall implement corrective operating measures required as a result of these inspections and reports within a ten-day notification from the University.
- c. The awarded contractor shall remove all waste packaging including, but not limited to, master cartons and boxes from service and storage areas to dumpsters provided and serviced by the University.
- d. The awarded contractor shall provide refuse waste containers, including waste container liners, in sufficient quantity to maintain sanitary standards for trash disposal. The awarded contractor shall also comply with University and state policies related to recycling of waste materials.
- e. The University shall be responsible for the costs of insect and pest control in all retail and storage areas of the Bookstore. The awarded contractor shall maintain maximum insect and pest control for the products and equipment of the bookstore.

- f. All material, equipment and supplies utilized by the contractor shall comply fully with all applicable safety requirements set forth in state and federal statutes and regulations, the rules of the Industrial Commission on Safety, and all applicable OSHA standards.
- g. The University shall assume financial responsibility for the following:
  - i. All repairs to and maintenance of the Student Center building, including that portion of the building to be utilized by the Contractor for operation of the Bookstore; and
  - ii. Snow removal.

#### 1.14. TELEPHONE SERVICES and DATA CONNECTION

- a. The University shall provide the awarded contractor with telephone equipment and services. Such services include initial installation of the telephone units, campus and extended local service calling coverage, voicemail services and VoIP lines necessary to connect alarms, faxes and modems. The University, as owner of the VoIP service, will bill the awarded contractor monthly at current University rates for the equipment, line, toll, circuit and other miscellaneous costs. If during the life of the agreement, the awarded contractor requests additional or replacement handsets, lines, or associated services, charges will be billed in accordance with University departmental rates.
- b. The University will also provide upon request data access connections to the University's network and internet. The awarded contractor is responsible for providing all the cables, network cards and software necessary to connect to the data jack(s) for each personal computer. The University shall also provide physical access and connections to the contractor's private network. The awarded contractor shall provide Bookstore personnel with personal computers as necessary, including all the cables, network cards and software required to connect each personal computer to the University's data network and/or the contractor's private network.
- c. The University will provide six (6) e-mail accounts for use by Bookstore staff for communication with students, faculty and staff.
- d. The awarded contractor shall provide an LU branded web site through which sales are made to the LU community and others. All sales (textbooks, other books, supplies, etc.) through this web site must be recorded as sales under this contract and eligible for commission. It is desirable that the contractor's website have the functionality to be integrated with LU's registration site (powered by Ellucian Colleague) allowing students to see and purchase their book at the time of course registration.
- e. The University will take into consideration technology requests made by the awarded contractor during the life of this contract, and negotiate in good faith the distribution of costs associated with such projects.

#### 1.15. PERSONNEL EMPLOYMENT PRACTICES AND STAFFING

- a. The Contractor shall furnish a supervisor or employee who will be available on call so that the University is assured of 24-hour service as required or needed.
- b. The awarded contractor shall provide headquarters management staff, made known to the University, to act with full authority on the awarded contractor's behalf in any and all matters pertaining to the specifications of this contract.
- c. Personnel relations of employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The awarded contractor shall also provide training and development programs for their employees at all levels of the organization.
- d. The Contractor shall control the conduct, demeanor and appearance of its employees and agents.
- e. Personnel of the awarded contractor shall observe all regulations of the University; failure to do so may be grounds for dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.

- f. Employee identification (i.e. name badges) shall be provided by the Contractor. All employees of the Contractor shall display such identification while on duty at the University.
- g. All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Missouri governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.
- h. The awarded contractor shall be encouraged to employ LU students to fill short and long term part time employment needs.
- i. All employees on the awarded contractor's payroll shall be subject to standards of conduct as stated in the Lincoln University Staff Employee Handbook. See Appendix IV.

#### 1.16. Transition Planning

- a. The awarded contractor shall work with the University to develop transition plans. Both transition in and transition out plans should be treated as unique projects, and shall have clearly defined lines of communication to driver upfront review and decisions on requirements, roles, and measurement. Both plans should be designed to create minimal issues or disruptions to Lincoln University.
- b. Transition plans must address:
  - i. Proposed Roles and Responsibilities
  - ii. Communications during transition
  - iii. Transfer/return of records, information, equipment, and/or assets
  - iv. Acquisition/disposal of on-hand inventory
- c. An initial transition-in plan should be included with the proposal, with the understanding that the plan will be finalized as soon as possible after the award of the contract.
- d. The transition-out plan should be similar to the transition-in plan, and should be developed within the first six months of the contract and reviewed annually thereafter.

## **SECTION 2. PROPOSAL REQUIREMENTS: FORMAT, SUBMISSION, EVALUATION**

- 2.1. Contractor's Contacts: All questions regarding technical specifications, bid process, etc., must be directed to Debra Kidwell, Director of Purchasing at 573.681.5415 or by email at [kidwelld@lincolnu.edu](mailto:kidwelld@lincolnu.edu). Failure to adhere to this requirement may result in the rejection of your proposal. **Questions should be submitted in writing and received not later than February 22, 2019.**
- 2.2. Clarification of Requirements: It is the intent and purpose of Lincoln University that this request permits competitive bidding. It shall be the Contractor's responsibility to advise Lincoln University, at the address noted on page one of the RFP, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be submitted in writing and received by Lincoln University Purchasing Department not later than one (1) week prior to the bid closing date. A review of such notifications will be made.
- 2.3. The following documents and forms must accompany any offer submitted in the order identified, and will be the basis for Selection Committee evaluation and scoring. A submittal returned without these documents may deem the offer non-responsive. Lincoln University reserves the right to request additional information from any vendor prior to award.
  - a. Firm Qualifications Statement/Introduction Letter
    - i. Provider qualifications - How is your firm qualified to provide the required functions of this RFP?
    - ii. Project Approach and Scope of Work - Describe the approach or provide an outline to simply identify organization management and the responsibilities of management and staff performing on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.
      1. Describe how your firm proposes to meet the scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of LU's service needs and requirements.
      2. Provide descriptions of your internal accounting program and include forms used for:
        - Inventory control for central warehouse, on location storage areas, and inventory control;
        - Bookstore personnel accounting controls;
        - Method of recording, checking and reporting sales;
        - Route and internal control of cash handling of revenues;
        - Internal audit system;
        - Regular accounting and cash control forms used with detailed explanation of each and their importance.
      3. Provide complete information on proposed programs for future business development to increase sales, increase revenues and build services.
      4. Propose plans for facility enhancements and leasehold improvements for bookstore services, if any. Please be specific.
      5. The financial capacity of the bidder must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance. Please provide a complete balance sheet or annual reports as of the last fiscal year of operation. Certification of this report by a Certified Public Accountant is required.
      6. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of this contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.
      7. Name and address of operating company and the names of all the owners or principals of

- the company or corporation. Indicate form of ownership, i.e., corporation, partnership, etc., under its present business name.
8. Provide a description of your organization's training programs for employees, supervisors and managers.
  9. Provide plans for advertising, merchandising and promotion for the first year of the contract, including marketing programs and schedules for implementation. Describe how social media is used as part of your strategy. Proposals should focus on programs to maximize sales volume on campus.
  10. Describe in general terms your approach to meeting the service requirements of this contract including evenings, weekends, athletic events, and special events.
  11. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.
  12. Provide other such information as the bidder deems pertinent for consideration by the University (value added services)
- iii. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or subconsultants intended for this project is, or has been involved within the last three (3) years
- b. Signed page one from the original RFP and all signed RFP amendments
  - c. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
  - d. Resumes of key individuals and personnel assigned to project
  - e. The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Missouri and with an A.M. Best Company rating of at least B+ for the required insurance(s).
  - f. Disclosure of Subcontractors and Subconsultants
  - g. References Form
  - h. Project schedule and timeline
  - i. Fee Schedule or Pricing Proposal Page (Project costs and budget)
- 2.4. The following documents and forms should accompany any offer submitted, and may be considered by the Selection Committee in evaluation and scoring.
- a. Vendor Registration Form
  - b. W-9 Form

## 2.5. PROPOSAL SPECIFICATIONS AND ASSEMBLY:

- a. One (1) Original Document – with original signatures and noted ORIGINAL. Double sided printing is encouraged when appropriate.
- b. Plus 3 Copies of Original Document – (copies of original submittal including any additional materials/enclosures provided) clearly noted COPY on the cover. Double sided printing is encouraged whenever appropriate for the submittal.
- c. Plus one (1) Electronic Copy on a thumb drive - file shall be provided as a single .pdf.
- d. Page Limit – None, if not otherwise specified herein this document.
- e. Page Size – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
- f. Binding – It is preferred that all submittals be submitted using comb binders that shall be neat and appropriate for the document's thickness. NO 3-RING BINDERS.

- 2.6. Open Records Law: The Contractor is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021). Please do not include statements of confidentiality or proprietary information in your proposal. All proposals are required to become a matter of public record according to state law.

### **SECTION 3. PROPOSAL EVALUATION PROCESS**

- 3.1. Proposals will be evaluated immediately following the due date of this RFP. Evaluation may take up to 2 months from submission of proposals and may include interviews with and presentations from top candidates. Implementation of the initial project phase will begin immediately with the successful provider upon Lincoln University Board of Curators approval of and signature on the contract award.
- 3.2. Official Position: The Contractor is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.3. Contractor's Responsibility: The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the Contractor's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.
- 3.4. Proposal Evaluation: Any contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- 3.5. The following criteria will form the basis upon which Lincoln University will evaluate proposals.
  - a. Provider qualifications
    - i. Proposer's financial capacity to support the required services
    - ii. Quality of organizational chart, local team and management qualifications and experience
    - iii. Company's training program(s)
    - iv. References, specifically experience in Higher Education and/or experience with HBCUs.
    - v. Quality and soundness of internal accounting program
  - b. Project approach and scope of work
    - i. Demonstrated understanding of LU's service requirements, and your firm's ability to meet the described scope of work and to provide first class, comprehensive bookstore operations.
    - ii. Proposer's demonstrated ability to develop future business, increase sales, increase revenues and build services through advertising promotions and marketing programs to maximize sales volume
    - iii. Proposed facility enhancements and improvements
    - iv. Willingness and ability to meet special service requirements of the contract (special events, football games, etc)
    - v. Additional information/value added services
  - c. Project schedule and timeline: Ability to be able to provide books and other services to students for the start of the AY20 semester (August 2019)
  - d. Project costs and budget: Economic package, including commissions and guaranteed revenue to the University
  - e. Project presentations (if needed)
- 3.6. Oral Presentation: After an initial screening process, the Contractor may be requested to give an oral presentation of the Contractor's proposal to select University officials, if deemed necessary by the University, to clarify or verify the Contractor's proposal and to develop a comprehensive assessment thereof. If an oral presentation is deemed necessary, the Contractor will be so advised.
- 3.7. Negotiation: The University reserves the right to negotiate with selected Contractors if deemed necessary and in the best interests of the University. Contractors are cautioned, however, that an award decision may be made without negotiation, based on the prices and terms of a Contractor's original proposal.
- 3.8. Errors/Omissions: The Contractor shall be solely responsible for errors or omissions in the Contractor's proposal. Contractors may not revise or withdraw submitted proposals after the stated time and date for the receipt of proposals. Revisions to the Contractor's original proposal will only be allowed if specifically requested by the University as part of the negotiation process.

- 3.9. **Conformity with Specifications:** Any deviations from the requirements of this Request for Proposal must be set forth in detail as part of the Contractor's proposal. The University may, at its sole discretion, waive minor informalities or irregularities that do not materially affect the overall proposal.
- 3.10. **Specification Interpretation:** In the event of a difference of opinion between the Contractor and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.
- 3.11. **Discussions/Negotiations:** Lincoln University reserves the right to conduct discussions with Contractors, and to accept revisions of proposals, and to negotiate price changes at the sole discretion of the University. During this discussion period, LU will not disclose any information regarding proposal submittals. Upon the execution of a contract, the proposals will become public record and contents will be disclosed upon request.
- 3.12. **Pre-Award Presentations:** The University reserves the right to require presentations from the highest-ranking Contractors, in which they may be asked to provide additional information.
- 3.13. **Contract Award:**
- a. Any contract award resulting from this RFP will be made only by written authorization from the University's Purchasing Office and may be subject to approval by the President of Lincoln University and/or the University's Board of Curators. The University reserves the right to not award a contract if deemed in the best interests of the University.
  - b. The award shall be made to the responsible Contractor whose proposal is determined to be the most advantageous to the University based on the evaluation factors described in the RFP. Price, although a consideration, may not be the sole determining factor.
  - c. **Formation of Contract**
    - i. Lincoln reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Terms and Conditions, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.
    - ii. The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
    - iii. The Contract, when duly executed, shall represent the entire agreement between the parties.

## **SECTION 4. GENERAL CONTRACTUAL REQUIREMENTS**

Lincoln University may negotiate any final contract terms needed upon selection. All contracts are subject to review by Lincoln University's senior leaders and legal counsel, and the project will be awarded upon signing of an agreement or contract which outlines terms, scope, budget, and other necessary items.

- 4.1. Contract Period: The contract period is as stated on page 1 of this RFP.
- 4.2. Except as provided herein, the contract shall not bind, nor purport to bind, Lincoln University for any contractual commitment in excess of the stated contract period.
- 4.3. Contract Price: All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent term during which the contract is effective shall be limited to the maximum amount, if any, stated in the contract for that period.
- 4.4. Contract Documents: The contract between Lincoln University and the Contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendments to the RFP, (3) the Contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern and any inconsistency in the response to the RFP shall be disregarded. The Contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
- 4.5. Amendment to Contract: No modification of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and Lincoln University President and incorporated in a written amendment to the contract approved by Lincoln University prior to the effective date of such modification.
- 4.6. Contractor Liabilities: The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save Lincoln University, including its agents, employees, and assigns, from every expense (including attorney fees), liability, or payment arising out of such negligent act. The Contractor also agrees to hold Lincoln University, including its agents, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract and to indemnify Lincoln University for all costs, expenses (including attorney fees), damages and payment.
- 4.7. Assignments:
  - a. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Lincoln University.
  - b. The Contractor shall agree and understand that, in the event Lincoln University consents to a financial assignment of the contract in whole or in part to a third party, any payments made by Lincoln University pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime Contractor in accordance with all terms, conditions, and provisions of the contract.
- 4.8. Right to Terminate Contract: Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) calendar days prior to termination. The Contractor shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.
- 4.9. Lincoln University reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment. Lincoln University reserves the right to interview Contractors before selecting the successful Contractor.

- 4.10. In the event that only one bid is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole Contractor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting cost, pricing and other data from the sole Contractor in order to determine the reasonableness and acceptability of the bid.
- 4.11. Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof and to waive any non-conformities. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.
- 4.12. Independent Contractor: The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Lincoln University, therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee health insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Lincoln University, its officers, agents, employees, and assigns, harmless from and against any and all loss, cost, (including attorney fees), and damage of any related to such matters.
- 4.13. Property of Lincoln University: All reports, documentation, and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of Lincoln University.
- 4.14. Confidentiality Requirements: The Contractor agrees and understands that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University. The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.
- 4.15. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.
- 4.16. Waiver: The Contractor understands and agrees that failure by the University to require performance by the Contractor of any provision contained herein or in the Contractor's proposal shall not be deemed a continuing waiver of such provision or a waiver of any other provision of the contract.
- 4.17. Communications and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the Contractor may have requested in writing.
- 4.18. Substitution of Personnel: The Contractor agrees and understands that Lincoln University's decision to enter into the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written consent of Lincoln University. The Contractor further agrees that any substitution made pursuant to this paragraph shall be by personnel of equal or better qualifications than originally proposed and that Lincoln University's approval of a substitute shall not be construed as an acceptance of the substitute's performance potential.
- 4.19. Insurance Requirements: The Contractor shall understand and agree that Lincoln University cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity set out in the contract or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- a. The Contractor shall acquire and maintain adequate insurance in the form(s) and amount(s) sufficient to protect Lincoln University, its employees, and the general public against any such loss, injury, damage, and/or expense.
  - b. The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the Contractor's performance under the contract. The insurance coverage shall include, but need not be limited to, the

- following coverage in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.
- c. Commercial General Liability Coverage, comprehensive form with the following limits of liability:
    - Bodily Injury: \$2,000,000 each person
    - \$2,000,000 aggregate
    - \$5,000 medical each person
    - Property Damage: \$2,000,000 each accident
  - d. Automobile Public Liability and Property Damage with the following limits of liability:
    - Bodily Injury: \$2,000,000 each person
    - \$2,000,000 each accident
    - Property Damage: \$2,000,000 each accident
- 4.20. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Curators of Lincoln University of Missouri, its officers and employees, as additional named insureds and required the insurer to notify the University immediately in the event that the insurance coverage is canceled.
- 4.21. The Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.
- 4.22. Notwithstanding any other provision of the contract to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 et seq., MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Curators, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Curators, officers or employees may be obligated to pay as damages. The Contractor shall cause all policies of insurance related to this RFP to be endorsed in accord with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

**APPENDIX I. REFERENCES FORM**

Proposals should include five institutions, of similar or the same size, where your organization has provided compressive bookstore services similar to those being proposed for LU. Please include name, title, telephone number and e-mail address of a contact person at each institution.

REFERENCE #1:	
Institution:	
Contact:	
Telephone #:	
Email:	
REFERENCE #2:	
Institution:	
Contact:	
Telephone #:	
Email:	
REFERENCE #3:	
Institution:	
Contact:	
Telephone #:	
Email:	
REFERENCE #4:	
Institution:	
Contact:	
Telephone #:	
Email:	
REFERENCE #5:	
Institution:	
Contact:	
Telephone #:	
Email:	

## **APPENDIX II. LINCOLN UNIVERSITY STANDARD TERMS AND CONDITIONS**

Lincoln University and \_\_\_\_\_ (“Provider”) hereby enter into the agreement set out below making the following modifications to the Contract contemporaneously entered into by the parties. The provisions of this document (“Agreement”) shall control over all other contract documents. Any provisions contained in any other contract documents which are inconsistent with this Agreement shall be disregarded and shall be of no force or effect. The provisions of this Agreement shall serve as the primary guide to interpret and apply any ambiguities regarding the Contract.

1. The legal name of Lincoln University is the “Curators of Lincoln University of Missouri.” (“Lincoln University” or “University”) and all references in all documents to Lincoln University shall be construed as referring to the University’s legal name. It was created and is governed by the provisions of Chapter 175 RSMo. It is an institution of higher education of the state of Missouri. As such, it is a tax-exempt organization but it is not a 501(c)3 corporation.
2. The University’s legal existence, powers and limitations are prescribed by Missouri state law and Rules and Regulations adopted by the Board of Curators which may have the force of law. Consequently,
  - a. only the President of the University has the power to sign contracts on behalf of the University, and contracts over \$150,000.00 require Board of Curators approval;
  - b. the Contract shall be governed by Missouri law (without regard to its choice of law provisions);
  - c. any lawsuit arising from or related to the Contract shall be filed in the circuit court of Cole County;
  - d. the University does not agree contractually to defend, indemnify or make contribution to any person or organization;
  - e. the University does not warrant anything; and
  - f. documents in the possession of, or available to the Curators of Lincoln University of Missouri are available to the public under the provisions of Chapter 610 RSMo. unless exempted by section 610.021 RSMo., or some other applicable law, therefore, any agreement by the University to keep any documents or information confidential is subject to and limited by applicable law.
3. Lincoln University does not purchase liability insurance and it is not technically self-insured. It is protected by the State Legal Expense Fund, section 105.711, *et. seq.* RSMo. Since the protections provided are imposed by statute, the University cannot add an additional insured, modify the applicable limits, require notification of cancellation or modification, waive subrogation rights, add endorsements, agree to primary coverage nor change any of the other statutory provisions. The parties agree that the protections of the State Legal Expense Fund are accepted in lieu of all liability insurance requirements stated in the Contract.
4. Lincoln University’s workers compensation coverage is provided pursuant to section 105.800, *et. seq.* RSMo. Supp. 2006. The parties accept such coverage as satisfaction of the University’s obligation to provide workers compensation insurance.
5. It is understood and agreed between the parties that Missouri law prohibits the incurring of debt beyond the current year except in very limited circumstances. Consequently, the Contract between the parties, and the University’s performance of its obligations under the Contract, are contingent upon the yearly availability and the Board of Curators appropriation of funds sufficient to pay the amounts coming due each year. In the event sufficient funds are not appropriated by the Board of Curators (“Event of Non-appropriation”), to fund its obligations for any specific year, it shall notify Provider of that fact. When the funded portion of the Contract is completed, the University shall cease use of the contractual services

or products and make the products available to Provider for pickup. The University shall have no further obligation under the Contract nor liability for its termination. If the Contract ends because of an Event of Non-appropriation, University will not contract with any other provider prior to the original expiration date of the Contract, for the same products or services as those provided pursuant to the Contract.

6. Notwithstanding any statements to the contrary, the University does not consent to federal court jurisdiction nor to the jurisdiction of any state or regulatory agency.
7. Disputes arising from the Contract will be resolved in court rather than arbitration unless arbitration is required by law.
8. If, despite the provisions of this agreement to the contrary, the University shall be legally obligated to indemnify or make contribution to any person or entity (at common law or otherwise) it shall nevertheless not be obligated to contribute, indemnify or hold Provider harmless from any claims which would have been barred by sovereign immunity, Eleventh Amendment immunity or any other legal or equitable defense if the claim had been brought against the University directly by the party making the claim which resulted in the obligation. By way of illustration, the University shall not be required to indemnify for a judgment arising from a suit for negligence because such claim would have been barred by the University's sovereign immunity if it had been brought directly against the University by the injured party. Neither the Contract nor this Agreement shall be construed as any waiver of the immunities and defenses available to the University and shall not be construed or applied so that the result is the University being required to pay a claim, whether it be to the claimant or to Provider, which the University would not have had to pay in the absence of this agreement.
9. Notwithstanding any other provision or law to the contrary, the maximum amount to be paid by the University, on any and all claims arising from or relating to this agreement, and its performance shall not exceed the amount of money to be paid to the University under this contract, or \$10,000.00, whichever is greater.

The parties hereby indicate their assent to the provisions of this Agreement by and through their authorized representatives' signatures below.

**Curators of Lincoln University of Missouri**

By: \_\_\_\_\_  
Jerald Woolfolk, President  
Lincoln University of Missouri

Date: \_\_\_\_\_

\_\_\_\_\_  
Provider

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name and Title (Printed)

Date: \_\_\_\_\_

## **APPENDIX III. LINCOLN UNIVERSITY PURCHASING DEPARTMENT TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

### **1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by **Lincoln University**. Lincoln University is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by Lincoln University in its office.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of Lincoln University. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and return with the sealed proposal **prior to** the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by Lincoln University to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Lincoln University.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

### **2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The offeror shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the offeror and Lincoln University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise Lincoln University if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer from Lincoln University, as indicated on the first page of the RFP. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by Lincoln University less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of Lincoln University is that position which is stated in writing and issued by Lincoln University in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a

- formal or official response or statement.
- d. Lincoln University monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
  - e. The RFP is available for viewing and downloading on Lincoln University's Purchasing Department webpage. E-mail notifications will be sent to potential offerors at the current address maintained on the vendor registration file in Lincoln University's Purchasing Department. Any subsequent amendment to an RFP shall be e-mailed to the same address as the original RFP unless otherwise notified.
  - f. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. The following is only applicable to state agencies and political subdivisions submitting a proposal. In the event that the offeror is an agency of Lincoln University or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. A proposal submitted by a offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the Purchasing Department at Lincoln University located at 1002 Chestnut Street and officially clocked in no later than the exact opening time and date specified in the RFP. It shall be the responsibility of the offeror to ensure their proposal is in the Purchasing office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal may only be modified or withdrawn by signed, written notice which has been received by Lincoln University prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.
- d. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- e. Electronic submission of proposals shall not be accepted. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the proposals shall not be disclosed.
- b. Proposals which are not received by Lincoln University prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri, and to all firms, corporations of individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in a RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Lincoln University reserves the right to reject any and all proposals.
- g. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- i. Any award of a contract shall be made by written notification from Lincoln University to the successful offeror. Lincoln University reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.
- j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. Lincoln University reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any exhibits or amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) Lincoln University's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized Purchase Order or other approved form of authorization.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and Lincoln University or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

## 10. INVOICING AND PAYMENT

- a. Lincoln University does not pay state or federal taxes unless otherwise required under law or regulation.
- b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the written consent of Lincoln University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

- e. Lincoln University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by Lincoln University shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. Lincoln University reserves the right to purchase goods and services using the Lincoln University Purchasing Card.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by Lincoln University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. Lincoln University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

## **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Lincoln University's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by the Lincoln University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Lincoln University.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, Lincoln University may cancel the contract. At its sole discretion, Lincoln University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Lincoln University within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Lincoln University will issue a notice of cancellation terminating the contract immediately.
- c. If Lincoln University cancels the contract for breach, Lincoln University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Lincoln University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Lincoln University for any period in which funds have not been appropriated, and Lincoln University shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any written notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the offeror/contractor.

**18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Lincoln University immediately.
- b. Upon learning of any such actions, Lincoln University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless Lincoln University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Lincoln University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all contractor's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

# APPENDIX IV. STAFF EMPLOYEE HANDBOOK

<h2 style="text-align: center;">STAFF EMPLOYEE HANDBOOK</h2> <hr/> <h3 style="text-align: center;">The Essential Guide for Professional, Support and Service Staff</h3> <p style="text-align: center;">Human Resources Services Lincoln University 101 Young Hall 820 Chestnut Street Jefferson City, MO 65102</p> <p style="text-align: center;">573.681.5018 (phone) 573.681.5787 (fax)</p> <p style="text-align: center;">Revised and Updated Nov. 27, 2018</p>	<h3 style="text-align: center;">Table of Contents</h3> <p><b>Letter from the President</b>.....2</p> <p><b>Preface</b>.....2</p> <p><b>Code of Conduct</b>.....3</p> <p><b>Mission Statement</b>.....4</p> <p><b>Affirmative Action</b>.....4</p> <p><b>Equal Employment Opportunity</b>.....4</p> <p><b>Non-Hon Discrimination Notice</b>.....5</p> <p><b>Americans with Disabilities Act</b>.....5</p> <p><b>Clery Act Reporting and Notification Statement</b> <i>Revised Nov 16, 2012</i>.....5</p> <p><b>Policies and Regulations</b>.....6</p> <p><b>Time of Hire</b>.....6</p> <p><b>Notice of Employment</b>.....6</p> <p><b>Working Hours &amp; Breaks</b>.....6</p> <p><b>New Employment Orientation</b>.....6</p> <p><b>Filing</b> <i>Revised Nov 13, 2011</i>.....6</p> <p><b>Final Assessment</b>.....6</p> <p><b>Complete Job Log</b>.....6</p> <p><b>Telephone Set-Up</b>.....6</p> <p><b>Unexcused Absence Notification Card</b>.....6</p> <p><b>Student/College Identification Number</b>.....6</p> <p><b>Departmental Administrative Support</b>.....6</p> <p><b>Office Space</b>.....6</p> <p><b>Building Access and Keys</b>.....6</p> <p><b>Benefits</b>.....10</p> <p><b>Annual Review</b>.....10</p> <p><b>Health Insurance</b>.....10</p> <p><b>Life Insurance</b>.....10</p> <p><b>Long Term Disability</b>.....10</p> <p><b>Retirement Plans</b> <i>Revised Nov 15, 2012</i>.....10</p> <p><b>Family Leave</b> <i>Revised Nov 9, 2012</i>.....10</p> <p><b>Unemployment Insurance</b>.....10</p> <p><b>Workers Compensation</b>.....10</p> <p><b>Vision and Dental Insurance</b>.....10</p> <p><b>Short-Term Disability</b>.....10</p> <p><b>Medical Insurance</b>.....10</p> <p><b>Other Insurance</b>.....10</p> <p><b>Compensation</b>.....14</p> <p><b>Salary Range</b>.....14</p> <p><b>Staff Salary Adjustments</b>.....14</p> <p><b>Staff Salary Adjustments/ Appeals Procedures</b>.....14</p> <p><b>Payroll Administration</b> <i>Revised Nov 14, 2010</i>.....14</p> <p><b>Cash Advances</b>.....14</p> <p><b>Over Time Pay</b>.....14</p> <p><b>General Employment Policies</b>.....16</p> <p><b>Positive Classification</b>.....16</p> <p><b>Job Description Policy</b>.....16</p>
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Dear New Employee,



The one Lincoln has now that reduces you. Welcome and congratulations on your new role here at Lincoln University. It is my hope that you will quickly find this a more than just a job. This is a family—a family that is vital to the current and future success of our students. Whether your assignment, your work matters in our students' curriculum are co-curricular lives. Your work matters to your fellow employees. Your work matters to our alumni, our community partners and our friends of the university. What you do at Lincoln is what we do at Lincoln because *That's Lincoln*.

This new employee handbook is meant to familiarize you with the university. I hope you will in your new position and I know you will do great. You are here because we saw something in you, your experience and your potential that makes you a great fit to be a part of Lincoln University and our story. We are glad you are here. We are ready to work with you. *That's Lincoln*.

Sincerely,

  
Linda Jones Woodhick, III  
President



#### Preface

The Employee Handbook provides guidance on the policies, procedures and practices governing employment at Lincoln University. The content of this handbook is not intended as a promise or contract between Lincoln University and its employees. These guidelines and standards are intended to be an introduction to how university policies and procedures apply to Lincoln employees.

The university reserves the right to change, modify, eliminate, or deviate from any policy or procedure in this handbook as it deems appropriate. It is the employee's responsibility to be familiar with information contained in the handbook and seek interpretation or clarification from appropriate administrative authority when necessary.

The university will, at its discretion, make changes and develop new or revised policies and procedures as it deems appropriate. The university will seek input from staff, committees, employee representatives, and administrators. Differences that result from changes will be resolved on the merits of the handbook.

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#### Lincoln University Code of Conduct

The Code of Conduct establishes the university's expectations of integrity and ethical and professional conduct by the following members of the Lincoln University community: members of the Board of Trustees, executive officers, faculty, staff, and other individuals employed by the university and using university resources or facilities, contractors, vendors and contractors to the university doing business with the university, and volunteers and independent contractors acting as agents of the university. The code is not an attempt to define specifically what one should and should not do, but to communicate that Lincoln University affirms that conduct consistent with accepted standards is an integral part of its mission.

Consequently, each Lincoln University community member must respect university business as it complies with all federal and state laws and in accordance with the university policies and regulations established by the Board of Trustees. Executive officers, managers and supervisors are responsible for knowing the laws and regulations that are relative to their positions and responsibilities and for systematically teaching and monitoring compliance in their areas. Examples include but are not limited to human resources and employment regulations, conflict of interest policies, confidentiality, security and integrity of university documents and records, computer use and security policies, procurement guidelines, travel business practices, environmental health and safety regulations, and ethical stewardship of the university's property and resources. Violated appropriately through the Policy and Regulations, these standards of conduct, supported through policies, procedures and workplace rules, provide guidance for making decisions and exemplify the institution's commitment to responsible and ethical behavior.

Students are not subject to this code unless they are employed by the university, but must comply with the university's Student Code of Conduct as described in the Student Affairs chapter of the Policy and Regulations and published in the official Student Handbook.

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#### Mission Statement

Lincoln University is Missouri's historically Black, 1880 land-grant, public, comprehensive institution that provides educational opportunities including theoretical and applied learning experiences to a diverse population within a sustaining, stable and secure environment.

#### Affirmative Action

Lincoln University's Affirmative Action Program shall comply with all other necessary provisions as stated in the federal regulations. A copy of the Affirmative Action Program will be posted in conspicuous locations stating availability for review in human resources job requisit.

The Affirmative Action Program will ensure equal employment opportunity by institutionalizing the university's commitment to equality in every aspect of the employment process. The effort, as part of its Affirmative Action Program, Lincoln University must monitor and examine its employment decisions and compensation systems to evaluate the impact of those systems on women and minorities.

The Affirmative Action Program will also address those policies, practices, and procedures that the university implements to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and any other terms and privilege associated with employment.

Lincoln University will also employ affirmative action guidelines towards individuals with disabilities and Vietnam-era and disabled veterans. This opportunity will include an assessment of affirmative action policy state and federal standards plus an opportunity for employees to self identify.

#### Equal Employment Opportunity

It is the policy of Lincoln University to promote and ensure equal employment opportunities for all persons regardless of race, color, gender, national origin, religion, age, or disability. Equal employment opportunity principles govern all aspects of the university's personnel policies, employment practices, and operations. All phases of employment, including recruitment, hiring, evaluation, promotion, transfer, assignment, training, benefits and separation, shall be conducted in compliance with equal employment opportunity laws and regulations. Supervisors at all levels share the responsibility to ensure equal employment opportunity.

The university has established a discrimination grievance procedure. This complaint and grievance procedure is for any type of alleged discrimination regarding job decisions, employment practices, and other terms of employment or privileges of employment based on age, disability, marital status, veteran status, national origin, race, religion or sex.

Additionally, this complaint procedure pertains to a hostile work environment or harassment based on age, disability, marital status, veteran status, national origin, race, religion or sex. Any Lincoln University employee or job applicant has a right to file a complaint of discrimination. Information pertaining to the filing of a complaint is provided in the Human Resources.

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#### Non Discrimination Notice

In accordance with Title IX regulations at 34 C.F.R. § 106.9, Lincoln University does not discriminate on the basis of sex in the educational programs or activities it operates. Lincoln University does not discriminate on the basis of sex in admission to or employment in its educational programs or activities. Requests for more information regarding the application of Title IX and its implementing regulations may be referred to the Title IX Coordinator or to OCR.

TAKE IX Coordinator: Kim Marcellino  
Human Resources Director  
101 Young Hall  
320 Clark Hall Street  
Jefferson City, Missouri 65102-0025  
Phone: 313-881-3013  
Fax: 313-881-3287

Officer for Civil Rights  
Kansas City  
U.S. Department of Education  
3030 West Parkway  
Suite 3037  
Kansas City, MO 64114  
Tel: (816) 263-0330  
Fax: (816) 223-1404

#### Americans with Disabilities Act

University policy and federal law forbid employment discrimination against qualified persons with physical and mental disabilities. A qualified person with a disability is someone with a disability who meets the necessary skill, work experience, education, training, licensing or certification, or other job-related requirements of a position.

The Americans with Disabilities Act (ADA) defines a person with a disability as a individual who:

- has a physical or mental impairment that results in one or more major life activities (walking, speaking, seeing, hearing, etc.)
- has a record of such impairment
- is regarded as having such an impairment

Lincoln University is committed to ensuring equal employment opportunities for qualified persons with disabilities.

The university will provide reasonable accommodations as provided in the law for employees protected by the ADA by making changes in the work environment or by changing or making policies and procedures. If you are an individual with a disability, and you want the accommodations above, contact your supervisor or Human Resources to discuss your needs.

#### Clergy Act Reporting and Notification Statement

Pursuant to the requirements of the Kansas Clergy Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 U.S.C. § 10921(f)) a copy of Lincoln University's Annual Security Report may be viewed on the Lincoln University website at the Public Safety link. Additionally, annually the employees will be notified of the Clergy Act Report through the campus life email system.

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#### Rules and Regulations

This report includes standards for the previous three years concerning reported crimes that occurred on campus, or on/off-campus buildings or property owned or controlled by Lincoln University, and on public property within, or immediately adjacent to and accessible from, the campus. The report also includes institutional policies concerning campus security, such as policies concerning sexual assault, and other matters.

Your appointment and employment is in accordance with the Board of Regents approved [Lincoln University Policies and Regulations](#). The complete review of the [Policies and Regulations](#) and all policies therein, was approved by the Board of Regents on January 29, 2009. A complete copy of the [Policies and Regulations](#) can be found on the Lincoln University Website, [www.lincolnu.edu](#).

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#### Time of Hire

##### Notice of Employment

A new employee begins employment after the President signs the Personnel Transaction Form (PTR) that authorizes employment. An employment of notification letter signed by the President that states the employee's official job title, date of hire, and salary offerings will be emailed to them by the Human Resources Office.

##### Visiting Human Resources

Prior to your first day of work but no later than on your first day of work, you should schedule an appointment with Human Resources to start the initial employment process. This initial employment process will include asking you to complete employment authorization through an I-9 form completion and completing appropriate state and federal tax forms and a benefits enrollment form.

##### New Employment Orientation

New employees will be asked to participate in a new employee orientation session, this typically occurs during the fall semester in August at the beginning of the academic school year. A new online employee orientation session is being planned that will allow a decentralized orientation.

The [Staff Employee Handbook](#) is an important tool for proper employee orientation. Please read it and use it as a resource when you have employment policy questions.

Staff members will be required to sign an Employee Handbook Acknowledgment form indicating he or she has been given a copy of the handbook.

##### Parking *Revised August 12, 2009*

Lincoln University employees have the opportunity to purchase a parking permit. To purchase this parking permit, complete a Vehicle Registration Form at the Cashier's Office located 1<sup>st</sup> floor Young Hall. The current annual cost is \$60 for a standard tag that entitles you to park in any reserved parking space on campus. A current driver's license, an identification card, your identification card (expired), proof of insurance and license plate number is required to obtain a tag at the Cashier's window.

Please refer to the Department of Public Safety webpage for a complete description of parking regulations.

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##### E-mail Account Setup

As an employee you are required to have and use a university email account. Your email account is typically activated at the time your department submits the necessary documents to Human Resources to have you entered into the Banner College system, additionally a request form from your department is submitted to the Office of Information Technology requesting a email account for you. Usually your Lincoln University email account will be you (first last name and first name initial) followed by @lincolnu.edu ([lincolnu.edu](#)). The email usage policy is found in the Technology Chapter.

##### Computer Setup

Your department will submit a request form to the Office of Information Technology (OIT) requesting a computer set up for you. OIT staff will come to your office and install all necessary software and operational functions based on your department's request. The computer usage policy is found in the General Employment Chapter.

##### Telephone Set-Up

Each department has a telephone extension number and equipment available for employees to conduct university business. At the discretion of area heads and in line with purchasing protocols, mobile phones may also be provided. The area heads will determine if an employee should be set up with a wireless cell phone number with the Alumni equipment. The features of the phones are speaker phone, caller ID, voice mail, conference calls, multiple lines, directory searching, calling using a full keypad, and text messaging. A request will be made from the department to the Office of Information Technology for telephone set-up and training.

##### Lincoln University Identification Card

An employee ID card will be processed through Human Resources at the time of hiring. An employee identification request form will be given to you to take to the Student Affairs Office (302 Young Hall). The photo ID card serves as identification, a library card and pass for event discounts.

##### Banner College Identification Number

At the time of hire you will be designated a Banner College identification number by Human Resources. This number will be utilized in lieu of a social security number for tracking any employee transactions and for reporting leave.

##### Departmental Administrative Support

Each department will have at least one administrative support person available to assist you in getting acclimated to your job assignment. Please utilize the knowledge and understanding these valuable administrative support people have in the business processes and resources of the university.

##### Office Space

Your department will determine your office location and a campus address for you. This campus address needs to be reported to Human Resources by the department to ensure you can be reached in the campus directory.

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#### Building Access and Keys

The Department Head will determine what keys an employee will need. The Department will then request the keys through an order process. The employee must pick up the keys in person from the locksmith in Building and Grounds (Physical Plant, 821 Lafayette) where many locks are a serious security issue that could result in closing of locks throughout the building. Some buildings have security systems so your department will need to provide operating instructions, if you are given such access.

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#### Benefits

Full-time regular staff employees are eligible to receive a comprehensive menu of benefits. These benefits will be reviewed with you at the beginning of your employment by a Human Resource Representative. Part-time regular staff employees are eligible for some benefits.

#### Annual Benefits Review

An annual review of employee benefits will be conducted by the Employee Compensation and Benefits Committee. This committee is responsible for making recommendations regarding any existing benefit changes or new benefit offerings.

The Human Resource Office will coordinate an annual employee benefit meeting where benefit providers give presentations and provide a speaking enrollment information. This meeting usually occurs in the fall of each year.

#### Health Insurance

Lincoln University's full-time regular employees have the opportunity to enroll in a health insurance plan at the time of hire or as an annual open enrollment period thereafter. Lincoln University provides a determined amount of monthly premium contributions to each employee, which covers all or a significant amount of the employee premium depending on the plan option chosen. A new employee can elect to enroll in a health plan from the date of employment, effective the first day of the employee's first full month of employment. An employee has the option for spouse and dependent coverage at the employee's expense.

An employee's health insurance coverage ends when the employee elects to enroll in coverage or upon employee termination. An employee who elects to continue health insurance coverage after termination from employment through COBRA provisions will be available to those qualifying employees, spouses or dependent children.

Staff employees retiring from Lincoln University will have the opportunity to continue ongoing coverage at the retiree's expense. Retirees who are not eligible for Medicare may stay on the Lincoln University health insurance at a pre-65 retiree group rate. Upon reaching age 65, the retiree may choose to transition into the post-65 plan.

Retirees who are eligible for Medicare (age 65) may enroll into the Lincoln University sponsored United Healthcare AARP Medicare Supplement insurance and RX Plan Drug Plan.

#### Life Insurance

Basic life insurance coverage is paid by Lincoln University for staff eligible for the MOSERS retirement system at an annual salary amount or a maximum of \$15,000 whichever is more. Additionally, employee, spouse and children's optional life insurance is available at the expense of the employee through payroll deductions. Employees also have the option of purchasing additional insurance for their life (up to amounts their annual salary for a premium based on life table).

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#### Long Term Disability

Long Term Disability Insurance is paid by Lincoln University for staff eligible for the MOSERS retirement system. This covers absences due to injuries and illnesses that are not job-related. Lincoln University provides disability insurance as a voluntary benefit to employees and any disability benefits received by the employee are taxable. Lincoln University's long-term disability policy starts 90 days after the onset of illness or injury.

#### Retirement Plans (Revised May 14, 2012)

Employees hired prior to January 1, 2011 are fully vested after 5 years of employment. The formula-determined benefit (age and service years) is paid to employees upon retirement. Normal retirement benefits eligibility starts at age 55 with 25 years of service, at age 60 with 15, at age 65 with 4, or when the employee's years of service and age equals 80. A new employee will receive a MOSERS Employee Retirement Booklet at the time of employment.

Employees who begin working at LU in a benefit eligible position before that time or after January 1, 2011 without previously employed with the State of Missouri will be enrolled in the MSRP 2011 retirement plan. The age and service requirements for retirement eligibility is a combination of 90. Number of years to be vested is a maximum of 10. Employee is required to contribute 4% of gross wages. Substandard senior purchases and backdrops are reserved.

Lincoln University employees who are employed under the classification of federal employment will be covered through the Federal Civil Service Retirement System. Lincoln University contributes a determined percent of the employee's base salary (11.59%).

#### Educational Assistance/Tuition Waiver

An educational assistance/tuition waiver is granted to benefit eligible employees. Benefit eligible employees are full-time staff members with one or more years of service. Tuition waiver for full-time employees with one or more years of service shall be waived for the first six hours each semester for undergraduate enrollment. Fifty percent of the state tuition for dependent children and/or spouse of an eligible employee shall be waived for the first twelve hours each semester for undergraduate enrollment. Calculations of the tuition waiver for eligible employees, dependent children or spouse will be made only after a federal aid award (PELL and SEOG) has been applied.

A TABSA must be completed to determine eligibility once provided to all who hold prior baccalaureate degrees. The calculations would be as follows:

#### Employee

16 credits of tuition - 10 credits waived - 60% remaining tuition = other fees = employee cost

#### Dependent & Spouse

112 credits of tuition - 10 credits waived - 50% remaining tuition = other fees = dependent/spouse cost

The employee Tuition Waiver form must be submitted and approved for the respective semester no later than the last for making financial arrangements with Student Accounts.

For the purpose of this policy, a dependent child is defined as one of the following: one of natural birth (documented by copy of birth certificate); one of legal adoption (documented by copy of legal

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adoption certificate), a stepchild by marriage (documented by birth certificate and marriage license), and not over the age of 24. To establish eligibility, the dependent child must complete and submit a financial aid application (FAFSA) to demonstrate dependent status.

This policy applies to fees for tuition only as stated above. This policy does not apply to any other fees. This policy does not include the summer session nor applies courses such as internships or one or more institution occurs. Only person who have satisfied all university admission requirements are eligible to benefit from the provisions of this policy.

Any person who receives a tuition waiver agreement herein and does not maintain a cumulative grade point average of 2.00 or above shall be deemed further benefits under this policy until a cumulative grade point average of 2.00 or above has been achieved. Benefits shall be denied until a 2.00 or above grade point average is achieved the subsequent semester.

An individual receiving the tuition waiver benefit under this policy who is not a candidate for a degree shall be limited to a time period of thirty-six months for receiving such benefits.

An eligible employee shall be granted three academic hours of release time during the normal work week. In addition, an eligible employee may utilize the lunch hour for attending academic classes with the approval of the area supervisor.

#### Unemployment Insurance

Voluntarily terminated employees can apply for unemployment through a claims process administered by the State of Missouri Employment Security. If the terminated employee is determined eligible for unemployment assistance, the State of Missouri requests reimbursement for these claims from Lincoln University.

#### Workers Compensation

Lincoln University utilizes the State of Missouri Workers' Compensation Program. The State of Missouri administers its workers' compensation program through the Office of Administration, Central Accident Reporting Office (CARO).

CARO is devoted to providing timely workers' compensation benefits to the employees of Lincoln University. CARO utilizes a preferred provider network, a medical referral service and case management designed to provide prompt quality medical care in a cost-effective manner.

Lincoln University's Human Resources Office provides specific information regarding employee, employee and supervisor responsibilities and proper injury reporting. If medical treatment is required, an employee must seek authorized medical care through CARO in the case of an emergency, an employee should seek medical care promptly then notify CARO when possible.

All employees—full-time, part-time, temporary or student workers—are eligible for coverage. Benefits available are medical care including fees and costs, payments based on lost wages, and rehabilitative services.

Lincoln University in cooperation with CARO has established an Early Return to Work program to evaluate the recovery of employees who are injured or contract an occupational disease in the course and scope of university employment. Employees will be placed in a temporary modified duty

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assignments, when feasible, during the course of the recovery to performance consistent with the reemployment instructions.

#### Vision and Dental Insurance

A vision plan and a dental insurance plan are optional benefits and, if elected, are paid for by the employee. The premiums are payroll-deducted. Enrollment takes place at time of employment or during an open enrollment period each year. Dental and vision insurance is offered through an established vendor. The employee has the option to enroll in dental and vision insurance along with eligible dependents at the employee's expense.

#### Sheltered Annuity Plans

Lincoln University offers employees different options and compensation through which to participate in sheltered annuity programs. These are 403-B plans and a deferred compensation plan.

#### Missouri State Employees' Cafeteria Plan

The Missouri State Employees' Cafeteria Plan is an optional benefit for Lincoln University employees. At the time of employment or during an open enrollment period each year, an employee may enroll in the plan and elect to tax-defer any or all of the following:

- health insurance premiums
- medical expenses
- dependent care assistance

#### Other Ancillary Benefits

Lincoln University may also provide employees other additional optional coverage. These will be reviewed with you at the time of employment or at the annual employee benefit meetings.

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### Compensation

#### Salary Range

Your position has an approved job description that has been assessed for determining proper job classification and salary range.

The position's salary range is established by benchmarking it to a similar position of a market comparator if the external market information is available and meets the criteria for comparison to similar essential job duties. Benchmarking establishes an appropriate pay range for a position by studying the end-point or ends of the comparator for establishing a range of pay.

The position's job classification is utilized to determine the best way of establishing a benchmark (please see description).

- Administrative, Director and Professional classifications are benchmarked through the following resources: College and University Personnel Association (CUPA) All Institutions 2nd Quarter Budget Comparison, Official Manual of the State of Missouri, or State of Missouri Merit System's uniform classification and pay system.
- Skilled Crafts, Service and Maintenance, and Technical and Administrative Support classifications are benchmarked through the State of Missouri Merit System's uniform classification and pay system.

If there are no appropriate external market benchmark comparisons available, a position will be job scored to an internal position of similar nature in complexity of job functions and duties.

All staff positions will have a salary range between 85% and 125% of the ends. At the time of appointment, initial compensation for a new or existing position will have a salary range of between 85% and 100% of the ends. If a department wants to recommend a starting salary above the ends, a salary variance request must be made that justifies a salary above the ends.

#### Staff Salary Adjustments

A consideration for cost of living adjustments will be made annually based on a recommendation of the Employee Compensation and Benefits Committee and approval of the President and Board of Regents.

Periodic external market comparisons could take place for market adjustment consideration. Other types of compensation adjustments such as merit award, retention or supplemental casual appointment are permissible.

Staff Salary Adjustment/ Appeals Procedures

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The purpose of this procedure is to provide a uniform process to award individual salary increases independent of annual or across-the-board salary increases for staff employees who have been classified according to the university pay plan. The procedures will address pay equity, market adjustment and position modification. Anyone of these may provide a basis for a salary adjustment request and/or justification for an appeal of a salary adjustment decision. You may contact the Human Resources Office for guidance or how to process an appeal.

#### Payroll Administration Revised May 14, 2012

The Payroll Office will be responsible for the processing of employee pay. This includes paycheck distribution, processing payroll deductions and benefit enrollment.

All university employees must participate in payroll direct deposit. No paychecks or pay advice statements will be printed or distributed. This mandate includes full and part-time, casual or permanent employees.

#### Employee paychecks shall be deposited as follows:

- for salaried staff, pay day shall be the last working day of the month
- for hourly employees, pay day shall be the 15th of each month

Check advice information will be available through the employee section of WebAdvisor. All check distributions will include a statement indicating gross earnings, withholdings, deductions, and net pay. A leave accrual balance will also be included on the statement. At the end of each calendar year, in accordance with Internal Revenue Service guidelines, Tax Form W-2 income reporting will be sent to each employee's residential address.

#### Cash Advances

University employees may request a cash advance on the first of the month. The request must be made to the department director or supervisor and then forwarded to the Payroll Office. The pay advance system would be only for those already working.

#### Overtime Pay

Staff employees generally perform work on a standard forty-hour work week, Sunday through Saturday. Some positions will require additional hours beyond the forty-hour workweek. There is not a limit on the number of hours in a day, or days in a week, an employee may be required or scheduled to work, including overtime hours. Employees determined to be non-exempt from overtime provisions of the Fair Standards Labor Act (FSLA) may receive overtime pay (unless compensated time) for hours worked in excess of forty in a work week at a rate not less than time and one-half their regular rates of pay.

Overtime hours worked should be stated separately from the regular forty-hour workweek and calculated at time and one-half the hourly rate. An overtime provision for non-exempt employees is further addressed in the work schedule section.

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### General Employment Policies

#### Position Classification

Lincoln University shall utilize the framework of the EEO-1 Job Classification Guide as recognized by the U.S. Equal Employment Opportunity Commission and the State of Missouri as a benchmark for its job classification. Lincoln University has adapted the job classifications to fit its unique higher education workforce. The following job classifications are in effect:

- Administrative Officers
- Administrative Staff
- Academic Administrative Staff
- Academic Faculty
- Professional Staff
- Administrative Support Staff
- Technical Staff
- Craft Workers
- Service and Maintenance Staff
- Research/Research Faculty

The administrative officers of the university shall be the president, vice president for academic affairs, vice president for administration and finance, vice president for student affairs, and vice president for advancement. In recognition of a common interest and of a large area of instructional overlap, the administrative officers shall work diligently to develop and maintain the lateral relationship necessary to foster the exchange of related information and positive professional interactions. The administrative officers shall conduct the following, within their own areas of jurisdiction: plan, monitor, coordinate and evaluate ongoing programs, make personnel decisions, arbitrate grievances, prepare budget requests and monitor expenditures. They shall call regular and special meetings, set agendas, preside at meetings, and provide ample opportunity for the free discussion of all matters relating to the welfare of their division and of the university. They shall assume other tasks and duties, and undertake such activities as may be requested by the president.

The administrative staff includes, but is not limited to, non-instructional personnel who are directors or heads of specific areas and who are directly responsible to one of the administrative officers. Titles indicative of a member of this category are registrar, librarian, and director. Administrative staff members have the responsibility for supervision and coordination of those directly subordinate to the administrator. The administrative staff member shall have additional duties and responsibilities as may be assigned by the administrative officer governing that area. Administrative staff members have the authority to recommend hiring, terminations, transfers, promotions and assignments of employees. The staff member may advise or advocate grievances or recommend such action as is necessary to resolve a grievance. Responsibilities inherent in this position require the use of independent judgment.

The academic administrative staff includes those persons who carry the titles dean, department head, director for Cooperative Extension, director for Cooperative Research, and director for International Programs. The staff member may be a full-time academic administrator and carry one or more of the above titles, or may hold a dual assignment which is partially administrative and partially academic. For purposes of budgeting and reporting, it is necessary to proportion this type of

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assignment between the administrative and instructional functions. This shall generally be commensurate with teaching load and duties for that staff member.

Academic faculty includes persons in the following categories: all personnel who have as their major responsibility the teaching of students enrolled at the university; all personnel who have as their major responsibility the conduct of original research conducted at and published from Lincoln University; those personnel who have as their major responsibility research or community education planning, programming, coordination or evaluation.

Professional staff includes persons whose assignments require either a college degree or experience of such kind, and a minimum of a comparable background. Professional staff includes all staff members requiring specialized professional training who would not be reported under administrative or academic staff (as listed above) and who should not be classified under any of the four "non-professional" categories of positions which follow. Professional staff includes, but is not limited to, doctors, nurses and accountants with a degree or certification in their field, public relations personnel with degrees in journalism, English or related fields, and consultants with degrees in counseling, guidance or related fields. Professional staff shall perform the tasks for which they are qualified and to which they are assigned.

Administrative support staff includes persons whose jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of their types of positions include office and administrative support workers, bookkeeping, accounting and auditing clerks, dispatchers, data entry operators, computer operators, shipping, receiving and traffic clerks, word processing and typists, proofreaders, desktop publishers, and general office clerks.

Technical staff includes persons whose jobs require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, involving either a degree, certificate, diploma or comparable experience or training. Examples of their types of positions include: research technicians or computer technicians.

Craft workers includes persons whose jobs include higher skilled occupations in construction (building trades/craft workers) and their formal apprenticeship and state all other non-extractive workers. Examples of their types of positions include: boiler makers, brick and stone masons, carpenters, electricians, painters (both construction and maintenance) and plumbers.

Senior and maintenance staff includes persons whose jobs include general cleaning, cleaning senior, personnel senior, and protective senior activities. Skills may be acquired through formal training, job-related training or direct experience. Examples of senior positions include: cleaners, janitors, and groundskeepers. An example of a protective service position would include: public safety officers.

#### Job Description Policy

Job descriptions serve to define the duties and responsibilities of all positions with the university. Each employee will be given a copy of the current job description for his/her position. A copy of each job description will also be maintained in Human Resources. Due to the dynamics of organizational change, job descriptions will not necessarily be updated on a regularly scheduled basis, typically

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annually or when significant job function changes take place. Each organizational unit is responsible for providing updated job descriptions to Human Resources.

The following components must be included in a written job description:

- position title
- department or office where position is located
- job classification and salary grade
- status under the Fair Labor Standards Act (exempt or non-exempt)
- essential functions and estimated percent of time for each duty
- reporting requirements
- experience requirements
- education and training requirements
- required knowledge and skills
- other pertinent position information
- employee and supervisor acknowledgment signatures

#### Appointment and Assignment of Personnel

Employment is authorized only if it is approved by the president of the university. The President may appoint and dismiss at his/her discretion employees of the university or make the final decision on any personnel matter and/or recommendations regarding any employee of the university. The president has the authority to assign, transfer or reassign in a lateral move, any employee. Staff employees do not carry a fixed term of employment.

#### Employee Background Check and Disclosure

To determine suitability for continued employment, Lincoln University retains the right to perform background checks on any employee. An employee must notify his/her immediate supervisor within five days of a conviction for a felony, any drug, alcohol or sex-related offense. Failure to report such conviction is grounds for disciplinary action up to and including termination of employment. The supervisor must notify Human Resources immediately upon being informed of any such conviction. Once a conviction is disclosed or discovered, the supervisor will evaluate the relationship between the conviction and the responsibilities of the employee's position. A relevant job-related conviction is grounds for termination.

Conviction is defined as including all felonies and misdemeanors except minor traffic violations in relation to any position which does not require driving. For positions that require operation of a motor vehicle, the term "conviction" shall include minor traffic violations.

#### Discipline

The staff discipline policy establishes how the university addresses discipline but also covers under the jurisdiction of the employee at will policy. "Any employee without a contract or appointment for a specified term of employment can be terminated at any time for any reason or no reason but not for an illegal reason."

However, it is the best interest of the university to have a system in place that fosters the professional growth and development of all employees. To meet this intent, it shall be the

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responsibility of supervisors to provide assistance, motivation and direction to the staff in the performance of job duties.

Supervisors are responsible for informing their subordinates of realistic expectations. Where problems with employee behavior or performance arise, a supervisor should seek to correct the problem with the least amount of discipline to the work environment. Progressive discipline is a means to correct and/or improve employee behavior and performance.

Progressive discipline may include oral warning, written warning, suspension, and ultimately, discharge. The goals of progressive discipline are too: 1) inform the employee of inadequacies in performance or instances of improper behavior, 2) clarify what constitutes satisfactory performance or standards, 3) instruct the employee on what actions must be taken to correct the performance or behavior problem, and 4) inform the employee of what actions will be taken in the future if the expectations are not met. Reasons for discipline may include, but may not be limited to: 1) violation of university rules and regulations, 2) failure to follow reasonable rules of procedure in the work place, 3) insubordination, 4) possession of any substance prohibited by state or federal law, 5) assault and/or battery, 6) excessive absenteeism and/or excessive tardiness, 7) theft or destruction of university property, and 8) abuse of leave privileges.

An employee may be issued an oral warning for a performance or conduct problem. Oral warnings are typically issued during private conference between the supervisor and the employee to bring the supervisor explains the problem and what the employee must do to return to satisfactory status. Supervisors agree to file a memorandum and is most cases appropriate. The employee should be informed that the conference is being conducted for the purpose of issuing an oral warning. This ensures that the employee is aware that a disciplinary action is taking place.

Employees may be issued a written warning as a letter or memo which contains the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous actions taken to correct the problem (if applicable), expectations and acceptable standards of performance, and warning that further unsatisfactory behavior or performance may result in further disciplinary action. Typically, the written warning is issued and discussed with the employee in private conference with the supervisor. A copy of the written warning should be given to the employee and a copy placed in the employee's official personnel record, located in the Human Resources Office. The written warning may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed.

Staff employees may be suspended without pay for significant incidents of insubordination or poor performance, or when a series of disciplinary actions have been taken but the problem continues. Typically the employee is informed of the recommended suspension in private conference with his/her supervisor. The employee is given a letter signed by the president detailing the basis for the action which specifies 1) the length of the suspension (beginning and ending dates), 2) a description of the specific problem or offense, 3) the most recent incident and when it occurred, 4) previous actions taken to correct the problem, if applicable, 5) expectations and acceptable standards of

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performance, and 6) a warning that further unsatisfactory behavior or performance may result in further disciplinary action, up to and including discharge. The suspension letter may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed.

Employees may be discharged for reasons which are serious enough to warrant immediate involuntary termination, or after all the progressive disciplinary steps have been taken (suspension being an optional step). Typically a recommendation for termination shall be initiated by the immediate supervisor and forwarded through the appropriate administrative chain of command to the President of the university upon approval by the President, the employee shall be given notice of the decision of the President and the termination becomes final. The President may re-employ any employee for reasons of gross neglect of duty on, or off campus, grossly inadequate performance, and insubordination of a nature that may bring disgrace to the university, or actions that pose a threat to the safety and well-being of members of the university community. All terminations decisions by the President are final and there is no appeal process unless the appeal is based on a claim of violation of university policies, state or federal laws. These types of appeals should be processed through the proper university grievance channel.

#### Disability/Accommodation

In order to reasonably accommodate qualified individuals with a disability, Lincoln University has adopted the following policy:

Lincoln University prohibits any discrimination against a qualified individual with a disability. This includes, but is not limited to, discrimination with respect to application, hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment.

The Human Resources Office and the Affirmative Action Office shall be responsible for implementing this policy. "Disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such impairment, has a record of such impairment, or is regarded as having a record of such impairment is an individual with a disability. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodations, can perform the essential functions of the employee position that he or she holds or has applied for. All terms and conditions of employment will be provided on an equal and non-discriminatory basis.

#### Political Activity

University employees may not engage in political activity, 1) during the course of their workday, 2) in any university room, building, or property occupied in the conduct of job duties, 3) while utilizing any university resources or facilities, 4) while wearing a uniform or any insignia identifying the office or position of the employee, or 5) when using any vehicle owned or leased by the university or the state of Missouri.

The following are allowable political activities that Lincoln University employees may engage in: 1) working with organizations of political parties qualified to place candidates on the ballot in accordance with Missouri State Statutes or of political parties seeking such qualifications, 2) working with non-partisan or bipartisan groups seeking the election of candidates to public office, 3) working

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with expenses or business groups seeking the approval or disapproval of issues which are or may be submitted to the voters for approval, and, 4) working for individual candidates seeking public office, including candidates for membership of any political committee established by Chapter 120, RS-MO.

Such activities, like any other personal, non-official, externalizing, must be done on the individual's own time and should not interfere with university duties. Employees may contribute funds or expend funds on behalf of the above parties, groups, candidates or issues, subject only to state and federal laws which regulate political contributions.

#### Public Office

Before officially accepting candidacy, or accepting any elective office, a full-time employee must inform his/her supervisor of such intention and the supervisor must make the fact known to the President through appropriate channels. The President will offer no objection to the candidacy provided it does not involve time or resources that should be given to university duties. Subject to the requirements of notice to the President, an employee may, without the President's permission, become a candidate for and hold a part-time position. In case of doubt, the President shall decide if the candidacy is permissible under this policy. Such activity must be conducted on the individual's own time and shall not interfere with university duties.

The holding of any elective full-time office in local, county, state or federal government is forbidden while the person is employed full-time by the university. Some offices, for example the Missouri General Assembly, should be considered full-time although not a session for the entire year. Any employee seeking election to such an office must make or request leave of absence as of the date of filing in the primary. Before accepting such an office, the employee is required to resign his/her university position.

#### Children on Campus

Lincoln University is cognizant of the difficulties employees may encounter relative to safe and supervised care of minor children, however, the university's first priority is to provide an environment conducive to academic and work pursuits. Therefore, employees are responsible for making childcare arrangements that do not involve routinely bringing the minor child to work for any extended period of time. In all cases, the adult who brings the child to campus is responsible for direct, constant care and attention to the child's health, safety and welfare.

Children who are sick and/or infectious should never be brought to campus, and certain areas of campus (e.g., construction areas) may never be open to children for safety and liability reasons.

Permission to bring children into the work environment must be sought in advance from the unit supervisor. Supervisors are encouraged to accommodate employees to the extent possible in arranging for direct or personal leave to take care of children's emergencies.

#### Consensual Relationships

A consensual relationship is a mutually acceptable, romantic, or sexual relationship between a university employee (including a student employee) with supervisor, teaching, evaluation, or advisory authority such as employee, student, or student employee, who is directly supervised, taught, evaluated, or advised by that university employee.

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It is the policy of the university that employees with direct teaching, supervisory, advisory or evaluative responsibility over other employees, students, or student employees recognize and respect the ethical and professional boundaries that must ensure such situations. While relationships between consensual adults are a personal matter, they can create potential conflicts in the workplace and in the educational setting. Such relationships also create the potential for exploitation of the employee, student, or student employee and the possible professional or academic disadvantage of third parties.

Should such a relationship develop, the teaching supervisor, or advisor has the obligation to disclose its existence to an immediate supervisor and cooperate in making alternative arrangements for the supervisor, evaluation, teaching, grading, or advising of the employee, student, or student employee.

All parties should comply with policies and laws pertaining to the confidentiality of student and employee records. Policies to violate these policies or laws are subject to disciplinary action.

A supervisor who is notified, or becomes aware, of a consensual relationship shall confirm that the consensual relationship exists by meeting with the parties involved and advising that this type of relationship is discouraged by this policy. The supervisor shall work with all parties to alter the conditions that create the conflict of interest or the appearance of impropriety caused by the relationship in most instances, providing an alternative means for supervision, teaching, advising or evaluating the subordinate employee, student, or student employee will alter the conditions that create the conflict of interest or the appearance of impropriety.

Employees in positions of authority who present a consensual romantic or sexual relationship and fail to cooperate in efforts to eliminate the conflict of interest or appearance of impropriety the relationships represent are subject to disciplinary action up to and including termination. The university will not presume that the relationship was consensual if the subordinate party complains of sexual harassment related to an undisclosed relationship. An individual who is disciplined may grieve or appeal using existing university procedures.

#### Conflict of Interest

Lincoln University employees are expected to meet the specific responsibilities, requirements, and obligations of their positions and to perform related professional activities in a manner that precludes conflict of interest or convenience. While the university encourages employees to engage in professional and creative activities and public affairs, and to engage in and disseminate research, such pursuits must not result in any type of personal gain that would improperly reflect on the performance of the employee's university duties. A conflict of interest is defined as any situation in which an employee's judgment or conduct is the performance of his/her official duties for the university could be reflected, or might give the appearance of being reflected, by the employee's financial, personal, or business relationship with a third party. Areas in which conflicts of interest may arise include but are not limited to the following:

1. Secondary Employment: An employee's secondary employment, business, and/or activities must not interfere with the employee's university position or create a conflict of interest as defined above and in the Revised Missouri State Statutes. Such secondary employment,

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business, and/or activities also must not interfere with the regularly scheduled hours for which an employee is expected to perform his/her university duties.

2. Consulting: University faculty and other exempt employees involved in financially profitable consulting activities. Consulting is a significant means of professional improvement as well as a form of community service. However, consultation may in some instances also constitute a business interest involving disclosure and approval when the center for which the employee consults conflicts business with the university or is in competition with the university, or where the consultation itself competes with the work of the university. Consulting activities are therefore allowable under the following circumstances and with the following stipulations:

- The consulting activity is related to the professional interest and development of the faculty member or other exempt employee.
- The consulting activity does not interfere with the time and energy required of the employee by his/her primary responsibility to the university.
- The employee does not utilize university materials, facilities, and other resources for the consulting activity.
- The consulting activity does not compete with the work of the university, and is not contrary to the best interests of the university.
- The consulting activity does not violate federal or state law.
- The consulting activity does not represent a conflict of interest under any other policies of the university.

2. Gifts or Contract: University employees will not enter into any grant or contract, or a type of business arrangement with the university through which they will profit financially. Employees shall not receive any personal gain, in any form, for any purchase of goods or services by the university. Employees shall not accept any gift, gratuity, or other reward with monetary value from any person or entity in which transactions by the university or which seeks to transact business. If an employee holds interest in any firm or corporation with which the university begins proceedings for entering into a grant or contract, the employee will disclose such interest, in writing, to his/her supervisor who shall make such fact known to the university's president or administrator in the grant or contract.

4. Direct Financial Benefits: University employees may not receive any direct financial benefit from the sale of textbooks or other educational materials to students at the university. The employee may, however, profit from the sale of such materials to other universities, libraries, etc.

#### Conflict of Commitment

A conflict of commitment may arise when an employee undertakes any outside activity that interferes with his/her ability to operate at the expected level of job performance. A university employee should therefore carefully consider whether the outside activity, i.e., political office, would require a level of time and commitment that could negatively or could reasonably be construed as impeding on the ability to meet the requirements of his/her university position. Before an employee undertakes such an outside activity, he/she must disclose the intention to his/her supervisor, who will forward the notice of intention through the proper channels. The university President will have the final authority in approving such outside activity.

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The area of Cooperative Extension follows the university conflict of interest and convenience policies as well as the guidelines and requirements of its federal partner, CSREES/USDA. An employee may access these guidelines at the [Lincoln University Rules and Regulations](#).

#### Nepotism

No person who is related by blood or marriage to any member of the Board of Trustees shall be appointed to any position in the university as officer, member of any faculty, or employee. A relative includes, but is not limited to, spouse, child, grandchild, great grandchild, great great grandchild, parent, grandparent, great grandparent, great great grandparent, brother/sister, aunt/uncle, great aunt/uncle, great great aunt/uncle, great great great aunt/uncle, and cousin. All relationships are related, whether full, half, step, foster, adopted, or in-law. No exceptions shall be made to this rule.

No university employee may be involved in the hiring process of a job applicant related by blood or marriage to the employee. The hiring process includes the search and screening process as well as the signature authority required to hire an applicant.

No instructions or employment of persons related to other employees of the university shall be made unless the employee would result in an employee having supervisory capacity over a relative (of any degree), either immediately or within the direct chain of command. No exceptions shall be made to this rule.

#### Veterans Employment and Re-employment

Lincoln University employees returning from duty in the uniformed services will be reinstated to their former jobs or provided jobs of similar seniority, status, and pay. There is a five-year time limit on the total cumulative amount of time that an employee may be absent for military leave.

Lincoln University will where necessary, restore former jobs or jobs of similar seniority, status, and pay if veterans meet particular eligibility standards. Individuals eligible for such re-employment rights include the following: veterans, reservists, reservists, and members of the National Guard who entered active duty in the Army, Navy, Marine, Air Force, Coast Guard, Army National Guard, Air National Guard, the Public Health Service, or any other category designated by the President of the United States in the time of service or emergency.

Only senior members who are discharged under honorable conditions have the right to re-employment. The individual is required to give 30 days of advance notice unless provided by expedited military recovery. The service member should provide the documentation as provided by law.

Lincoln University will not discriminate against a senior member in any equal employment opportunity provision. A senior member is required to be qualified to perform the duties of her or his former position in order to be entitled to re-employment.

If a senior member is not qualified to perform the duties of her or his former job because the standards have increased, the person shall be allowed to qualify for a job requiring the same skills as those required in the former job before the standards were increased. There must be like seniority, status and pay.

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If there are benefits or similar rewards for service, the immigration status must allow such benefits or other rewards as if the individual had been continuously employed by the university throughout the period of service. Employees on uniformed services leave have the right to elect continuation of coverage similar to the rights under COBRA. Time spent in the military is to be credited toward service for benefits as long as time on the job.

#### Work Authorization

Lincoln University must verify work authorization of all workers they hire on or after November 8, 1986, for employees at the United States, regardless of the worker's immigration status. Form I-9, Employee Eligibility Verification, must be completed for each newly hired employee, including U.S. citizens, permanent residents, and temporary foreign workers. Through the Form I-9 verification process, Lincoln University will ensure that employees possess proper authorization to work in the United States and that hiring practices do not unlawfully discriminate based on immigration status.

As part of this process of verifying the identity and eligibility of a new employee, both the employee and the employer must complete and sign the federal Employment Eligibility Verification Form I-9 attesting under penalty of perjury that documents presented have been examined and appear to be genuine and that the employee is aware that federal law prohibits for employment and/or for false statements or the use of false documents. The I-9 form must be retained by the employer and made available for inspection upon request by officials of the U.S. Immigration and Customs Enforcement, the Department of Labor, and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

Applicants for employment will be asked to provide supporting documentation to establish identity and eligibility to work in the United States at the time of an employment offer. Lincoln University will examine the I-9 form documents within three business days of the date of hire. All offers of employment will be conditioned on providing proof of work eligibility and identification. I-9 forms will be maintained in Human Resources. To comply with federal law, I-9 forms must be maintained as a separate file from the employee's personnel file.

Work authorization for an employee is a non-student alien status is limited to a specific length of time. Because Lincoln University must serve as the official sponsor of each non-student alien employee, it is the employee's responsibility to make timely request to Human Resources for filing of work authorization, change of status, or extension of such authorization so that continuation of employment may be granted by the U.S. Immigration Service prior to the expiration date of the current status.

#### Staff Performance Management

As a staff employee you should have a formal performance review at least once a year. The performance review should be submitted to the Human Resources Office by the end of June each year.

The primary objectives of performance management are to: provide a uniform system for meeting the job duties, setting job related performance expectations, measuring performance results, and identifying individual development needs to sustain or improve performance; and to encourage communications between employees and supervisors that focus on improving performance, establishing agreed upon future job tasks and responsibilities, and planning for future training/development.

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The staff performance review form and guidelines can be accessed at the Human Resources link on the Lincoln University Website.

#### Social Security Number

Given that social security numbers are highly confidential and legally protected, Lincoln University shall protect the privacy and legal rights of its employees, including potential employees, by the restoration of safeguards on the collection and use of social security numbers. To this end, the university will work diligently toward the issue of social security numbers as common identifiers, except where required for employment, financial aid, and other legal transactions. While the social security number is required or requested, a disclosure statement will be provided in compliance with the Federal Privacy Act of 1974, the Family Education Rights and Privacy Act (FERPA), and other applicable federal and state laws.

#### Policy Awareness / Enforcement

The University Committee will lead efforts to educate the campus community about the policy. The committee will also seek community resources to assist in educational and awareness efforts. Committee members will receive and make available training on how to engage in a respectful and productive conversation with those observed to be in violation. Faculty, staff, students, and visitors who violate this policy will be subject to university disciplinary action.

#### University Email / Portal Use Communication Policy

Lincoln University has designated the University email system and the electronic Blue Tiger Portal (<https://bluetigerportal.lincolnu.edu>) as the official means of communications to students, faculty and staff. Each student, faculty member and staff member receives an official University email account and receives 10 (ten) year name and password. Official accounts and addresses regarding the university will be searched through the University email system and forwarded on the Blue Tiger Portal.

Typical communications available via email and/or the Blue Tiger Portal includes information regarding enrollment, grades, billing, payments, financial aid, assessment exams, campus activities and announcements, and access to WebAdvisor.

It is expected that the email and/or information contained on the Blue Tiger Portal will be reviewed and read by the recipient in a timely manner, as their communications and information contained may be time sensitive. Each individual who has an email account and/or access to Blue Tiger Portal is responsible for ensuring their account as well as for any consequences of issuing important messages or sensitive information contained there.

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#### Technology

##### Technological Resources

An employee's use of Lincoln University technology resources is subject to federal, state, and local laws and university regulations. A comprehensive listing of technological resources can be found on the Lincoln University Website.

Use of technological resources must observe intellectual property rights, in particular, the software copyright law. Users must refrain from using university trademarks or logos without prior authorization and from employing, by use of Lincoln University technological resources, that the person speaks for the university.

Except in cases of explicitly authorized external access, such as for receiving electronic mail, anonymous ftp or similar services, or specially authorized external visits, Lincoln University computing resources are limited to members of the University community. Use must not prevent or cause any unauthorized person to access OIT facilities. Authorization for other external use of the university's computing resources by outside organizations or individuals requires written approval of the president, and will be granted only when that use is determined to further the university's mission.

Another person may not use an account assigned to an individual. Staff is individually responsible for the proper use of their accounts, including proper password protocols and appropriate use of computing resources.

Users of university computing resources, including microcomputers, workstations, printers, or other public facilities, must show identification upon request by members of the Lincoln University Department of Public Safety, OIT staff, or any other authorized university official.

All use of university computers and networks must be consistent with all contractual obligations of the university, including limitations defined in software and other third-party agreements.

Users shall observe all applicable policies of external data networks when using such networks, including security and privacy.

Users must allow OIT personnel access to data files in any OIT system for the purpose of system backups, ongoing system problems, and other rules violations.

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Without specific authorization, all activities conducted through Lincoln University computing resources for personal profit or for the direct financial benefit of any non-Lincoln University organization are prohibited. However, this is not meant to restrict normal communications and exchange of electronic data, consistent with the university's education and research roles that may have as incidental financial or other benefit for an external organization. For example, it is appropriate to discuss products or services with companies doing business with Lincoln University or to contribute to user or better boards discussing users relating to commercial products.

Incidental personal use of university computing resources may be allowed where such use does not interfere with university operations, does not compromise functioning of the university's network, or does not interfere with the user's employment or other obligations to the university.

University computing resources may not be used to threaten or harass any person. A user must cease sending messages or information any way with another user's account use of computing resources if the aggrieved user makes a reasonable request for such cessation. The university's Sexual Harassment policy is extended to include harassment via computing resources.

Without specific authorization, use of OIT computing or network facilities may not cause, prevent, or attempt any destruction or modification of data or computing or communications equipment, including but not limited to the abuse of data, reconfiguration of control switches or parameters, or changes in firmware. This rule seeks to protect "data, computing, and communications equipment" owned by OIT, Lincoln University, or any other person or entity. "Specific authorization" refers to permission by the owner or designated administrator of the equipment or data to be destroyed or modified.

Without specific authorization by the owner or designated administrator, users may not remove any university owned or administered equipment or documents from a university facility.

Without specific authorization, users must not physically or electronically attach any foreign device (such as an external disk, printer, or video system) to OIT equipment or networks.

Unless otherwise guaranteed, users should regard the network communications infrastructure as not secure from invasive technologies. OIT policy will ensure the greatest degree of confidentiality possible. Users may not intentionally conceal their identity while using university computing resources.

Users may not make or attempt any deliberate, unauthorized access to or changes in data on a university computing resource, for example, to read personal communications of other users or to access confidential university files.

Users shall not defeat or attempt to defeat or circumvent OIT security systems, by "coaching" or guessing user identification or passwords or by compromising room lockout alarm systems.

Users may not use or attempt to use any data communications not intended for that user's access, for example, by "promiscuous" intercepting.

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users may not display the web or accept to display or render web content to other users, e.g., by means of "mouse logging," distribution of computer worms or viruses, etc.

Users are responsible for the security of their OIT accounts and passwords. Any user changes of password must follow published guidelines for good passwords. Accounts and passwords are normally assigned to single users and may not be shared with any other person without OIT authorization. Users must report any observations of attempted security violations.

Unauthorized copying of software is illegal. Copying law protects software authors and publishers, just as patent law protects inventors.

#### Internet Usage

The Lincoln University web [www.lincolnedu.edu](http://www.lincolnedu.edu) is an official publication of the university. Unless otherwise indicated, all materials, including text and photographs, appearing on the home page or subsequent official home pages of specific departments are copyrighted and shall not be reproduced without written permission from the university.

Web pages linked to the Lincoln University Web site may be created by academic departments, administrative departments, programs, centers or institutes, governance groups, and faculty and staff.

The official Lincoln University web Web pages are the responsibility of the Web Content Manager. Content for all web pages must be submitted to the Office of Public Information and University Affairs for approval before being placed on the Lincoln University home page. Content on subsequent official Lincoln University pages, such as academic department pages, administrative department pages, pages for programs, governance groups, or centers or institutes, must be approved by the department head, director, or person in authority to speak for that entity, and must conform to Lincoln University guidelines for Web page design. Class pages and faculty and staff personal pages must conform to Lincoln University guidelines for Web page design.

Reproduction of World Wide Web documents, graphics, or other resources is prohibited. Moving material that is illegal or damage is strictly prohibited. Examples of such material include pirated or unauthorized programs or applications, viruses or material containing viruses, documents containing information that is intended to be used in the perpetration of illegal activities, unauthorized music, or other copyrighted material, or any material that causes disruption of the university network.

#### Electronic Mail

Lincoln University encourages the use of electronic mail, or E-mail, as a tool to help accomplish the university's legitimate business objectives. E-mail can greatly enhance the quality and efficiency of communication among management, employees, current and prospective customers, and others involved in our business. However, E-mail also may be abused, potentially serious consequences for both the university and the E-mail user. This policy is intended to define the parameters of appropriate E-mail usage by Lincoln University personnel.

E-mail shall be used only for purposes that support the Mission Statement of the university. These uses are for research, education, or the support of academic pursuits. E-mail may not be used for commercial activities except in direct support of the mission of the university.

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Any harassment via e-mail is strictly prohibited and will be grounds for the removal of e-mail privileges. Sending or relaying distribution of unwanted e-mail or other messages is prohibited. Specifically, chain letters and other schemes that may cause excessive network traffic or computer load are prohibited. Forwarding a message to multiple listservs, distribution lists, or news groups with the intent of reaching as many users as possible is prohibited, unless the posting is job or research related.

#### Telephonic System

As a staff member your department will decide if you should be set up with a defined cell extension as member of the Alcatel equipment. The features of the phone are speaker phone, call hold, voice mail, conference calls, night lines, directory searching and calling using a full keyboard, and text messages on the phone.

Employees are expected to be judicious in the use of university telephones for personal calls. Employees are not permitted to use university phones for personal calls that incur costs. Even for emergencies, reverse charge and personal calls may not be accepted or made on university telephones by employees. An employee who makes or accepts such calls may be liable for any costs incurred. Directory assistance calls (cost incurred) should be limited to those of an essential nature. The university switchboard operator may not accept reverse charge calls to the university. Administrative services may make a toll-free number available to call is must use a university-authorized carrier.

#### Technology Equipment Purchases

All computer software and hardware purchases must be submitted to OIT for review, before purchase orders will be processed. OIT staff will review each purchase order/request in terms of compatibility, server resources, licensing agreements, etc.

#### Employee Laptops

University issued laptops are intended for university-related business, as a productivity tool, a communication tool, for research, and/or for work-related communication. They are not intended to be replacements for personally owned computers. University issued laptops remain the property of Lincoln University. Each unit must be labeled with a unique property ID. This property ID may not be removed from the laptop.

Employees who are issued a laptop should adhere to any equipment standards set by the university, take appropriate precautions to prevent damage to or loss/theft of the computer. Employees may be held responsible for costs to repair or replace the computer if damage or loss is due to negligence or intentional misconduct, report a lost or stolen laptop immediately to Public Safety and to the OIT Help Desk. For theft or loss off campus, employees must also notify the local police station. Any reports must include the laptop's serial number.

#### Management Software Revised May 9, 2012

As a staff employee you will likely utilize one or more of these management software systems depending on your job functions. Here is a brief description of the systems. If you are required to utilize any of these systems, you can receive training in the system(s) through the Center for Information Systems, or by contacting the university's technology department.

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- **MOODLE Learning Management Suite (Revised August 9, 2011)**  
Moodle Learning Management Suite is a teaching and learning tool that enables efficient and effective development, delivery and management of courses, course content and learning outcomes. Engaging communication and collaborative capabilities deliver instruction to deliver leading edge teaching and learning.
- **Canvas LMS (Revised May 9, 2012)**  
Canvas LMS is an advanced enterprise resource planning solution designed specifically for higher education. Canvas LMS places your institution's information at your fingertips. Based on a revolutionary single source technology approach, coupled with a data driven rules-based architecture, Canvas LMS has unparalleled flexibility. Canvas LMS works with virtually any database platform, operating system, integrated portal, and course management software solution. This is the major administrative and business management system utilized by the university.
- **Campus E&I Website Content Management (Revised May 9, 2012)**  
Campus E&I Website Content Management is a completely browser-based web site content management solution created by Campus E&I. The simple and intuitive E&I user interface facilitates web content management through standardized page templates, including automated page layout and content, automated navigational content, and simple procedures for adding and editing page content, and for managing page organization. The content management approach to web site development allows you to develop, edit, maintain, and manage your content with minimal training and it requires no HTML experience. E&I includes a third party content authoring tool which provides similar MS Word editing capability. Content is saved and stored locally in a Microsoft SQL 2000 Server database.
- **Hyland OnBase Enterprise Content Management System (Revised May 9, 2012)**  
Hyland OnBase Enterprise Content Management System (ECM) is a web-based document management, document imaging, records management, workflow, business process management content solution designed to manage mission critical documents and data while optimizing vital business processes. ECM workflow solutions automate repeatable business processes and streamline integration with external core applications. The ECM solution
  - Captures documents in any format – including paper, e-mail, instant messages and e-forms.
  - Manage content according to your organization's business rules and generate the health of processes in real time.
  - Store, organize and track your content so documents are there when you need them.
  - Deliver documents as soon as they're needed so processes run fast and costs stay low.
  - Preserve and protect your documents so you meet and stay in compliance with regulatory and external standards.
- **Microsoft Office** is a popular set of related desktop applications, servers and services. Access, Excel, Outlook, PowerPoint, Publisher or Word.

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- **Adobe Creative Suite** is a collection of graphic design, video editing, and web development applications.

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## Complaint Policy and Procedures

### Staff Complaint and Grievance Policy and Procedures

Lincoln University encourages employees to seek a solution covering disagreements arising from working relationships, working conditions, employment practices, or differences of interpretations of policy through the following grievance procedure. The complaint basis must be a perceived violation of Lincoln University policy, state or federal law. Complaints addressing employee discrimination, sexual harassment or academic processes should be processed through the respective grievance procedures.

All full time and part-time regular staff employees are entitled to utilize the complaint and grievance procedure.

#### Informal Resolution Step

The employee is advised to discuss the matter and seek informal resolution with his/her immediate supervisor unless the supervisor is the respondent to the complaint. If so, the employee should discuss the matter with the next in line of authority. The complainant must initiate the complaint process within 30 days following the alleged action or the date on which the complainant first knew, or reasonably should have known, of the occurrence. The employee will attempt a voluntary and informal means of resolving the complaint if possible within 5 days of notification. The supervisor should maintain a written summary of the discussion.

#### Formal Resolution Step

If informal resolution isn't acceptable, then the complainant will be asked to perform a written statement with pertinent information of the complaint matter to the Complaint Coordinator, Executive Assistant to the President within 5 days. The formalized written statement needs to include a description of the alleged violation or grievance matter, the individual(s) involved, where it occurred, witnesses and evidence of the alleged action, and what recourse is requested. Once a formalized written statement of complaint matter is filed, the Complaint Coordinator will refer the complaint to the appropriate seniority official for investigation within 5 days, the seniority official will conduct a fact-finding investigation.

The investigator will talk to the parties involved, review all relevant records and evidence, and interview witnesses. The investigator will conclude with a written report that summarizes the results and a finding. The conclusion could be a "substantiated" finding that could result in one type of

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corrective action by the university. The conclusion could be a "not substantiated" finding that result in no corrective action. The investigation outcome could be "inconclusive". The investigator will submit the fact-finding summary report to the Complaint Coordinator within 10 days, the Complaint Coordinator will notify the involved parties within 10 days of the outcome of the fact-finding investigation, and a grievance action to be taken within 10 days. The Complaint Coordinator will attempt to ensure timely processing of the complaint at all steps but may determine an extension of these timelines is necessary. The Complaint Coordinator will inform the party of his/her right to elect to proceed to the next step in the complaint resolution process, the written request for a formal review by the Internal Grievance Panel.

If a request for a review by the Internal Grievance Panel is made in writing by one of the parties, the Complaint Coordinator will refer the request to the Internal Grievance Panel Chairperson.

#### Internal Grievance Panel Review Step

The Internal Grievance Panel Chairperson will call a meeting of the whole membership, at which time a subcommittee will be selected to review the complaint. The subcommittee composition will have a diverse demographic representation of members that reflects the workforce as much as possible. The Internal Grievance Panel's designated subcommittee will have the authority to conduct the complaint review, issue findings and recommendations.

The designated subcommittee will conduct a review of the fact-finding report, preparing for the investigation of the complaint. The subcommittee may conduct a hearing to hear testimony of the involved parties including witnesses and review any evidence relating to the alleged violation occurrence. The subcommittee must determine whether the complaint is substantiated, unsubstantiated or inconclusive and recommend any corrective action to be a appropriate.

The Internal Grievance Panel's designated subcommittee will submit its findings and recommendations to the Complaint Coordinator. This resolution step should be completed within 15 days of receipt of the written request for an impartial review. Should the panel decide that the complexities of the investigation prevent a conclusion within this time frame, the deadline may be extended upon approval by the Complaint Coordinator.

#### President's Review Step

Following receipt of the Internal Grievance Panel's subcommittee written findings and recommendations, the Complaint Coordinator will ask the President to make a written determination as to the result of the findings of the complaint matter and provide a copy of the determination to the parties within 15 days. The President will include a statement indicating what action (if any) will be taken as a result of the complaint.

The President's written determination concludes the university's internal complaint process.

### Discrimination Complaint Policy and Procedures

In accordance with the university's Equal Employment Opportunity Policy, the university has established a discrimination grievance procedure. This complaint and grievance procedure is for any type of alleged discrimination regarding job decisions, employment practices, and other terms of employment or privileges of employment based on age, disability, marital status, sex, sexual orientation, race, religion or sex. Additionally, this complaint procedure pertains to a teacher.

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work environment or harassment based on age, disability, marital status, veteran status, sexual orientation, race, religion or sex. Any Lincoln University employee or job applicant has a right to file a complaint of discrimination.

#### Informal Resolution Step

If an individual is an employee and believes that he or she has been subjected to employment discrimination, the employee is advised to discuss the matter and seek informal resolution with his/her immediate supervisor unless the supervisor is the respondent. If so, the employee should discuss the matter with the next in line of authority. The complainant must initiate the complaint process within 30 days following the alleged discriminatory action or the date on which the complainant first knew, or reasonably should have known, of the occurrence. The supervisor will attempt a voluntary and informal means of resolving the complaint if possible within 5 days of notification. The supervisor should maintain a written summary of the discussion. If an individual is a job applicant or non-regular employee, the person should proceed to submit a formal written complaint to the Complaint Coordinator as stated below.

#### Formal Resolution Step

If informal resolution isn't acceptable, then the complainant will be asked to perform a written statement with pertinent information of the complaint matter to the Complaint Coordinator, Executive Assistant to the President within 5 days. The formalized written statement needs to include a description of the alleged discriminatory action, the individual(s) involved, where it occurred, witnesses and evidence of the alleged action, and what recourse is requested. Once a formalized written statement of complaint matter is filed, the Complaint Coordinator will refer the complaint to the appropriate seniority official for investigation within 5 days, the seniority official will conduct a fact-finding investigation.

The investigator will talk to the parties involved, review all relevant records and evidence, and interview witnesses. The investigator will conclude with a written report that summarizes the results and a finding. The conclusion could be a "substantiated" finding that could result in some type of corrective action by the university. The conclusion could be a "not substantiated" finding that result in no corrective action. The investigation outcome could be "inconclusive".

The investigator will submit the fact-finding summary report to the Complaint Coordinator within 10 days, the Complaint Coordinator will notify the involved parties within 10 days of the outcome of the fact-finding investigation, including any action to be taken within 10 days. The Complaint Coordinator will attempt to ensure timely processing of the complaint at all steps but may determine an extension of these timelines is necessary. The Complaint Coordinator will inform the party of his/her right to elect to proceed to the next step in the complaint resolution process, the written request for a review by the Internal Grievance Panel.

If a request for a review by the Internal Grievance Panel is made in writing by one of the parties, the Complaint Coordinator will refer the request to the Internal Grievance Panel Chairperson.

#### Internal Grievance Panel Review Step

The Internal Grievance Panel Chairperson will call a meeting of the whole membership, at which time a subcommittee will be selected to review the complaint matter. The subcommittee composition will have a diverse demographic representation of members that reflects the workforce as much as

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possible. The Internal Grievance Panel's designated subcommittee will have the authority to conduct the complaint review, issue findings and recommendations.

The designated subcommittee will conduct a review of the fact-finding report preparing for the investigation of the complaint. The subcommittee may conduct a hearing to hear testimony of the involved parties including witnesses and review any evidence relating to the alleged violation occurrence. The subcommittee must determine whether the complaint is substantiated, unsubstantiated or inconclusive and recommend any corrective action to be a appropriate.

The Internal Grievance Panel's designated subcommittee will submit its findings and recommendations to the Complaint Coordinator. This resolution step should be completed within 15 days of receipt of the written request for an impartial review. Should the panel decide that the complexities of the investigation prevent a conclusion within this time frame, the deadline may be extended upon approval by the Complaint Coordinator.

#### President's Review Step

Following receipt of the Internal Grievance Panel's subcommittee written findings and recommendations, the Complaint Coordinator will ask the President to make a written determination as to the result of the findings of the complaint matter and provide a copy of the determination to the parties within 15 days. The President will include a statement indicating what action (if any) will be taken as a result of the complaint.

The President's written determination concludes the university's internal complaint process.

### Sexual Harassment Complaint Policy and Procedures

It is the policy of Lincoln University to provide a work place environment that is free from sexual harassment, to assure compliance with federal and state employment laws, and to provide a proper code of conduct for its employees. This policy applies to all employees of the university, who are advised to promptly report occurrences of sexual harassment. Employees found to be in violation of this policy shall be subject to disciplinary action and discharge if warranted.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which creates a hostile, intimidating or offensive work environment, unreasonably interferes with an individual's work performance, or creates a hostile, intimidating, hostile, or offensive work environment.

The circumstances of sexual harassment include but are not limited to the following:

- The victim, as well as the harasser, may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor's co-worker, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
- The harasser's conduct must be unwelcome.

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It is unlawful to retaliate against a individual for opposing employment practices that discriminate based on sex or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, conciliation, or hearing under Title VII.

The procedure for initiating, processing, and resolving a complaint is stated below.

#### Informal Resolution Step

If an individual is an employee and believes that he or she has been subjected to sexual harassment, the employee is advised to discuss the matter and seek informal resolution with his/her immediate supervisor unless the supervisor is the respondent. If so, the employee should discuss the matter with the next level of authority. The complainant must initiate the complaint process within 30 days following the alleged discriminatory action or the date on which the complainant first knew, or reasonably should have known, of the occurrence. The supervisor will attempt a voluntary and informal means of resolving the complaint if possible within 5 days of notification. The supervisor should initiate a written summary of the discussion.

#### Formal Resolution Step

If informal resolution isn't acceptable, then the complainant will be asked to put forth a written statement with pertinent information of the complaint matter to the Complaint Coordinator, Executive Assistant to the President within 5 days. The formalized written statement needs to include a description of the alleged discriminatory action, the individual(s) involved, where it occurred, witnesses and evidence of the alleged action, and what recourse is requested. Once a formalized written statement of complaint matter is filed, the Complaint Coordinator will refer the complaint to the appropriate university official for investigation within 5 days, the university official will conduct a fact-finding investigation.

The investigator will talk to the parties involved, review all relevant records and evidence, and interview witnesses. The investigator will conclude with a written report that summarizes the results and a finding. The conclusion could be a "substantiated" finding that could result in some type of corrective action by the university. The conclusion could be a "not substantiated" finding which will result in no corrective action. The investigation outcome could be "inconclusive".

The investigator will submit the fact-finding summary report to the Complaint Coordinator within 10 days of the completion of the investigation. The Complaint Coordinator will notify the involved parties in writing as to the outcome of the fact-finding investigation, including any action to be taken within 10 days. The Complaint Coordinator will attempt to ensure timely processing of the complaint at all steps but may decrease an extension of these time frames as necessary. The Complaint Coordinator will inform either party of his/her right to proceed to the next step in the complaint resolution process, the written request for a review by the Internal Grievance Panel.

If a request for a review by the Internal Grievance Panel is made in writing by one of the parties, the Complaint Coordinator will refer the request to the Internal Grievance Panel Chairperson.

#### Internal Grievance Panel Review Step

The Internal Grievance Panel Chairperson will call a meeting of the whole membership, at which time a subcommittee will be selected to review the complaint matter. The subcommittee composition

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will have a diverse demographic representation of members that reflects the workforce as much as possible. The Internal Grievance Panel's designated subcommittee will have the authority to conduct the complaint review, issue findings and recommendations.

The designated subcommittee will conduct a review of the fact-finding report pertaining to the investigation of the complaint. The subcommittee may conduct a hearing to hear testimony of the involved parties including witnesses and review any evidence relating to the alleged incident occurrence. The subcommittee must determine whether the complaint is substantiated, unsubstantiated or inconclusive and recommend any corrective action where appropriate.

The Internal Grievance Panel's designated subcommittee will submit its findings and recommendations to the Complaint Coordinator. This resolution step should be completed within 15 days of receipt of the written request for an impartial review. Should the panel decide that the complexities of the investigation prevent a conclusion within this time frame, the deadline may be extended upon approval by the Complaint Coordinator.

#### President's Review Step

Following receipt of the Internal Grievance Panel's subcommittee written findings and recommendations, the Complaint Coordinator will ask the President to make a written determination as to the result of the findings of the complaint matter and provide a copy of the determination to the parties within 15 days. The President will initiate a statement of investigation that may be taken as a result of the complaint.

The President's written determination could describe university's internal complaint process.

#### Examples of Sexual Harassment

The following are a few examples of scenarios which could lead to allegations of sexual harassment. This does not purport to be an exhaustive list.

A male craft worker consistently makes off-color, sexual jokes about women in front of a new female apprentice. In addition, he does not give her important training she needs to successfully complete her apprenticeship and puts her down in front of her co-workers. When she discusses her situation with her supervisor, she is told to ignore it. In addition, when her supervisor witnesses the behavior, no action is taken to stop it.

When an affair between a supervisor and one of his employees goes sour, he refuses to share important information with the employee and gives them poor performance reviews as retaliation for breaking off the relationship.

A retail worker is pressured a promotion if they agree to date their supervisor.

After a doctoral student refuses the sexual advances of his/her dissertation director, they begin to receive extremely negative criticism, challenging the scholarly worth of her dissertation, although previously the proposal had been given the director's full support.

A professor consistently asks one of his/her students to accompany him to a local restaurant to discuss their work. At first the professor discusses matters related to their course work, but lately he has begun calling a hostess more often, as well as telling the student how pretty they are and how

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much he would like to get to know him better. Eventually, the professor asks him to go out to work with him. The student states that they would rather simply continue to discuss the course work, but the professor insists that they go out and were later just to have sex.

Not knowing her carpool is a student confides a female faculty member, stating that she is extremely uncomfortable with the advances of one of their professors. She says that she has been the topic of a vulgar conversation. When she expresses her feelings of discomfort, she is told there is no harm intended and that she needs to "grow up" if she wants to be successful in the clinical rotation.

In the hospital hallway, a male doctor and a male student health care professional occur agree discuss the physical attributes of a female patient. A female student health care professional feels embarrassed and offended by the conversation. She reports that she has been the topic of a vulgar conversation. When she expresses her feelings of discomfort, she is told there is no harm intended and that she needs to "grow up" if she wants to be successful in the clinical rotation.

#### Title IX Sexual Harassment, Sex Equity and Gender Discrimination Complaint Policy and Procedures - Revised September 21, 2011

Lincoln University prohibits discrimination on the basis of sex, including sexual harassment, in educational programs and activities. Title IX prohibits individuals from harassment or coercion to any of the academic, educational, extracurricular, athletic, and other programs, activities or employment of schools, regardless of the location. Title IX protects both males and females from sexual harassment by any school employee, student, and a non-employee third party.

#### Sex Discrimination Policy

Lincoln University Title IX regulations at 34 C.F.R. § 106.9, Lincoln University does not discriminate on the basis of sex in its educational programs, activities, operations. Lincoln University does not discriminate on the basis of sex in admission to or employment in its educational programs, activities, operations. Requests to report persons concerning the application of Title IX and its implementing regulations may be referred to the Title IX Coordinator (described below) or to the Office for Civil Rights in Kansas City, MO. Department of Education, 800 Ward Parkway Suite 2037, Kansas City, MO 64114, Tel: (816) 268-0550, Fax: (816) 323-1404.

#### Title IX Coordinator

Lincoln University Title IX implementing regulations at 34 C.F.R. § 106.8(b), Lincoln University has designated one employee to coordinate efforts to comply with and carry out its responsibilities under Title IX. The coordinator's responsibilities include investigating complaints concerning the most recent alleged discrimination under Title IX. Section 106.8(b) also requires Lincoln University to notify all students and employees of the name, address, and telephone number of the designated coordinator. Lincoln University Title IX Coordinator contact information is as follows:

Heather Robinson Director  
101 Young Hall  
820 Oliver St Street  
Jefferson City, Missouri 65102-0029

Phone: 573-681-3018  
Fax: 573-681-5787

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#### The Role of Grievance Procedures

Lincoln University has the following grievance or procedure that provide for prompt and equitable resolution of sex equity complaints or sexual harassment complaints including sexual harassment.

#### Sex Equity

Complaints alleging sex equity complaints or due to any of the following: race, discrimination on the basis of sex in admission to or employment in educational programs, activities, and equitable opportunities to participate in extracurricular sports offered to members of each gender such as athletics, financial assistance, equalization of other facilities, benefits and opportunities, and effective accommodations of interests and abilities to participate.

#### Sex Discrimination including Sexual Harassment

These procedures provide the school with a mechanism to discover any sexual harassment as early as possible and for effectively correcting problems as required by the Title IX regulations. By having a strong policy against sex discrimination and accessible, effective, and fairly applied grievance procedures, Lincoln University is telling its staff and students that it does not tolerate sexual harassment and that any person can report without fear of adverse consequences.

Lincoln University prohibits sexual harassment and discrimination based on gender of an individual or group consistent with employee or academic, educational, extracurricular, athletic, and all other programs of the institution. If an allegation of sexual harassment or gender discrimination is made, the institution will take immediate steps to address the issue and to resolve it as a matter of course. To this end, the university has developed the following sex equity, sexual harassment and gender discrimination complaint procedures. This document is available in hard copy format at the Human Resources Office, or also at the Lincoln University website.

#### Defining Sexual Harassment

Sexual harassment is conduct that is sexual in nature, is unwelcome, and denies or limits a person's ability to participate or benefit from a school's program or employment.

Sexual harassment can take different forms depending on the harasser and the nature of the harassment. The conduct can be carried out by school employees, students, and non-employee third parties, such as a visiting speaker. Both males and females can be victims of sexual harassment, and the harasser need not be of the same sex.

The conduct can occur in any school program or activity and can take place in school facilities, on a school bus, or at other off-campus locations, such as a school sponsored field trip or a training program at another location. The conduct can be verbal, nonverbal, or physical. The judgment and common sense of teachers and school administrators are very important elements in determining whether sexual harassment has occurred and in determining a appropriate response.

#### Examples of sexual conduct include

- making sexual propositions or pressuring individuals for sexual favors,
- touching of a sexual nature,
- wearing graffiti of a sexual nature,
- displaying or distributing sexually explicit drawings, pictures, or written materials,
- performing sexual gestures or touching or sniffing sexually in front of others,
- telling sexual or dirty jokes,
- spreading sexual rumors or using other verbal means to sexual activity or performance, or

- Cyberstalking or showing e-mails or Web sites of a sexual nature  
 inappropriate or sexual touching or conduct generally will not be considered sexual harassment  
 however, it may rise to that level if it takes on sexual connotations

#### Sexual Conduct That is Offrational in Nature

Sexual harassment includes conduct that is criminal in nature, such as rape, sexual assault, dating violence, and sexually motivated stalking. All sexual harassment that is criminal in nature needs to be reported to the Lincoln University Police Department. The Lincoln University Police Department will conduct a criminal investigation. The University's Title IX Coordinators available at all stages of the resolution process to provide assistance to Police Department employees regarding how to respond appropriately to reports of sexual harassment, the Title IX Coordinator should be contacted as early as the process as possible.

#### Sexual Conduct That is Unwelcome

Conduct is considered unwelcome if the person did not request or consent and considered the conduct to be undesirable or offensive. The nature of the conduct and other relevant factors affect whether a person was capable of welcoming the sexual conduct. A person's submission to the conduct or failure to complain does not always mean that the conduct was welcome.

Two general types of sexual conduct may deny or limit a person's ability to participate or benefit from a school's program. As discussed below, teacher-student or school employee-student sexual conduct is either type of conduct, while student-student sexual conduct is only one type.

One form of sexual harassment occurs when a teacher or other school employee conditions an employee or educational decision or benefit on the person's submission to unwelcome sexual conduct. If this occurs, it does not matter whether the person requested sufficient time and harm or benefits to avoid the threatened harm.

Sexual harassment also occurs when a teacher, school employee, student, or third party creates a hostile environment that sufficiently denies or limits a person's ability to participate or benefit from the school's program. Whether such a hostile environment has been created depends on the particular circumstances of the conduct and it depends on the level of pervasiveness and for severity.

Relevant considerations include, but are not limited to:

- how much of an adverse effect the conduct had on the person's education or employment;
- the type, frequency, or duration of the conduct;
- the identity, age, and sex of the harasser(s) and the victim(s), and the relationship between them;
- the number of individuals who engaged in the harassing conduct and to whom the harassment was directed;
- the size of the school, location of the incidents, and context in which they occurred; and
- whether the conduct occurred at the school and/or during different activities.

The conduct does not necessarily have to be repetitive. If sufficiently severe, single isolated incidents can create a hostile environment.

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Title IX prohibits harassment conduct that is of a sexual nature if it is unwelcome and denies or limits a person's ability to participate or benefit from a school's program or employment, regardless of whether the harassment is aimed at gay or lesbian persons or is perpetrated by individuals of the same or opposite sex. Title IX does not address discrimination or other issues related to sexual orientation.

#### How to Report Sex Equity, Sexual Harassment or Gender Discrimination Complaints

Any person who believes that he/she has suffered sex equity, gender discrimination or sexual harassment under the terms of this policy should contact one of the following, as appropriate: administrative official such as department head, dean or director. At the time of a complaint notification, the appropriate administrative official needs to contact the Complaint Coordinator, Ms. Rose Ann O'Connell or the President's Office.

If a school fears of harassment through other means, for example, if information about harassment is received from a third party, such as from a witness to an incident or as a campus director or telephone call, different factors will affect the school's response. These factors include the source and date of the information, the seriousness of the alleged incident, the specificity of the information, the objectivity and credibility of the source of the report, whether any individual(s) can be identified who were likely to be alleged harassment, and whether those individuals would be able to provide the matter. If based on these factors, it is reasonable for the school to investigate a case, confirm the allegations, the school should follow the previous procedures for handling such matters and a appropriate response should be applied.

It is the University's responsibility under Title IX to respond appropriately to reports of sexual harassment, even if a formal complaint is not filed.

The Complaint Coordinator will notify the Title IX Coordinator of the received complaint and request an investigation into the alleged sexual harassment.

#### Confidentiality and Finality

The scope of a reasonable response also may depend upon whether a person reporting harassment assist that the person's name not be disclosed to the harasser or that, except for those who are involved in the alleged harassment, in all cases, Lincoln University will discuss confidentiality standards and concerns with the complainant initially and inform the person that a confidentiality request may limit the school's ability to respond.

Retaliation is prohibited by Title IX. Lincoln University prohibits retaliation against any individual who files a complaint or participates in a harassment investigation. If the complainant is afraid of reprisals from the alleged harasser, the school will take steps to provide retaliation and will take strong responsive actions if retaliation occurs if the person continues to ask that his or her name not be revealed, the school should take all reasonable steps to investigate and respond to the complaint consistent with the person's request as long as it does not prevent the school from responding effectively to the harassment and preventing harassment of other students.

#### Complaint Resolution Steps and Timelines Informal Resolution

If a individual is believed to be or has been subjected to sexual harassment or gender or sex equity discrimination, the individual is advised to discuss the matter and seek informal resolution with one of the following: a campus security authority, a person who has the authority and the ability to take action or respond to particular issues on behalf of the institution. At the time of a complaint notification, the appropriate campus security authority needs to contact the Complaint Coordinator. The informal resolution steps are not a pre-requisite to filing a complaint of sexual harassment or sex equity or gender discrimination and depending on the circumstances of the alleged occurrence, might be bypassed in favor of a formal complaint investigation especially if the alleged criminal action.

The complainant must initiate the complaint process within 30 days following the alleged action or the date on which the complainant first knew, or reasonably should have known, of the occurrence. The University Official will attempt a voluntary and informal means of resolving the complaint if possible within 5 days of notification.

If the informal resolution steps are not successful, the complainant should follow the formal resolution step.

#### Formal Resolution Step

The formalized written statement needs to include a description of the alleged harassment or discrimination action, the individual(s) involved, where it occurred, the issues and evidence of the alleged action, and what response is requested. Once a formalized written statement of complaint is filed with the University's Complaint Coordinator, the Title IX Coordinator will be notified within 5 days of the receipt of the complaint and will conduct a fact-finding investigation.

The investigator will provide for the adequate, reliable and impartial investigation of complaints, including the opportunity for all parties involved to present witnesses and other evidence.

The investigator will coordinate with a written report that summarizes the results of a finding. The coordinator could be a "substantiated" finding that could result in some type of corrective action by the University. The coordinator could be a "not substantiated" finding will result in no corrective action. The investigation outcome could be "not substantiated."

The investigator will submit the fact-finding summary report to the Complaint Coordinator within 10 days of the completion of the investigation, the Complaint Coordinator will notify the involved parties in writing as to the outcome of the fact-finding investigation, including any actions to be taken within 10 days. The Complaint Coordinator will attempt to ease timely processing of the complaint at all steps but may determine an extension of these timelines as necessary.

The Complaint Coordinator will inform each party of his/her right to elect to proceed to the next step in the complaint resolution process, the written request for a review by a committee/panel, if the respondent is a student at the Student Affairs Committee or if an employee at the Internal Grievance Panel.

The assigned Committee/Panel will conduct a review of the preliminary fact-finding report pertaining to the investigation of the complaint. The Complaint Coordinator will work in cooperation with the respective Chairpersons of the Committee/Panel to coordinate the activities and shall be responsible for providing input to the complainant relating to the progress of the committee's/panel's.

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investigation review. The Committee/Panel may conduct a hearing to take testimony of the involved parties including the opportunity for parties to present witnesses and evidence relating to the alleged harassment or discrimination occurrence. The Committee/Panel must determine whether the complaint is substantiated, unsubstantiated or inconclusive and recommend any corrective action to be appropriate.

The Chairpersons of the Student Affairs Committee or the Internal Grievance Panel's written decision to the Vice President of Advancement and Complaint Coordinator after the investigation review has been completed, the Internal Grievance Panel Chairperson to the Complaint Coordinator and President. This resolution step should be completed within 15 days of receipt of the written request for an impartial review. Should the panel decide that the complexities of the investigation prevent a conclusion within this time frame, the deadline may be extended upon approval by the President.

Following receipt of the Student Affairs Committee or the Internal Grievance Panel's written findings and recommendations, the President will make a written determination as to the result of the investigation findings of the alleged sexual harassment or gender discrimination conduct and provide a copy to both parties within 15 days.

The President will advise a statement indicating what action (if any) will be taken as a result of the complaint. These actions could range from dismissal of the complaint to the initiation of disciplinary action against the respondent for disciplinary acts. Such disciplinary action could range from exclusionary actions to suspension, expulsion (student) or termination (employee).

The President will give notice of the outcome of complaints to the parties involved, to the extent allowed by the Family Educational Rights and Privacy Act, and give an assurance that the University will take steps, as appropriate, to remedy the effects of and prevent the recurrence of discrimination of which it has notice.

The President's written determination could describe University's internal sexual harassment, sex equity or gender discrimination complaint process.

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### Health and Safety

#### Drug-Free Workplace

Lincoln University, as a recipient of federal grant funds, has established this policy in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act amendments of 1989, Public Law 101-226.

#### Purpose and Goal

Lincoln University is committed to promoting the safety, health and well-being of all employees, students and other individuals in the workplace. The university recognizes that alcohol abuse and drug use pose a significant threat to the goals of the institution. The drug-free workplace policy balances respect for individuals with the need to maintain an alcohol- and drug-free environment.

#### Covered Individuals

Any individual who conducts business with Lincoln University is applying for a position, or is or will be Lincoln University's property, is covered by the drug-free workplace policy. The policy includes, but is not limited to, employees, students and visitors.

#### Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours.

#### Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or narcotics.

#### Notification of Conviction

Any employee who is convicted of a criminal drug violation in the workplace must notify his/her supervisor in writing within 5 calendar days of the conviction. The university will take appropriate action within thirty days of notification. Federal contracting agreements will be worked when appropriate.

#### Consequences

One of the goals of the drug-free workplace policy is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

- In the case of an applicant, if he/she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

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- If an employee violates the policy, he/she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment.

Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

#### Assistance

Lincoln University recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To this end, Lincoln University offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP). Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan, however, the ultimate financial responsibility for recommended treatment belongs to the employee.

#### Confidentiality

All information received by the organization through the drug-free workplace program is confidential. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

#### Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs. In addition, employees are encouraged to be concerned about working in a safe environment, support fellow workers in seeking help, use the Employee Assistance Program, and report dangerous behavior to their supervisor. It is the supervisor's responsibility to clarify consequences of policy violations.

#### Communication

Communicating the drug-free workplace policy to both supervisors and employees is critical to its success. To ensure all employees are aware of their role in supporting our drug-free workplace policy, all employees will receive a written copy of the policy and be asked to review it carefully.

#### Prohibition

The distribution, dispensing, possession, or use of alcohol is prohibited on the Lincoln University campus except for those times, places, and purposes approved by the President of the university.

#### Communicable Disease

A communicable disease (also called a contagious disease) is a infectious disease that is capable of being transmitted from one person to another. The university shall treat any communicable disease that may be contracted by students or employees in the following manner: persons with such diseases will be permitted to work at the university unless the student or employee's personal physician, campus medical officials, or local/state public health officials declare that the disease presents a substantial risk to the health and safety of other members of the community. In such situations, appropriate measures will be taken to protect the institution and its constituents.

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In those instances in which a member of the university community is diagnosed as having a communicable disease, the university will consider all obtainable facts, medical information, and legal advice in determining the appropriate action. A member of the university identified as having a communicable disease will not be barred from working, teaching, attending classes or participating in university-sponsored activities unless the appropriate administrative authorities consult with appropriate health officials determine that he/she presents a direct, present danger to the public health.

All sick disclosures will be made on a case-by-case basis and will consider the individual's state of health and circumstances. No specific or detailed information concerning the individual patient's medical condition will be released to the general public in the event that a personal physician or a local/state health department official determines that an individual's medical condition represents a public health hazard, proper and reasonable persons will be alerted on a need-to-know basis. The person's medical condition should be maintained in strictest confidentiality and disclosed only to government authorities or for a medical justification.

The university will make available to eligible persons appropriate clinical services, including testing and counseling, and will make other necessary referrals to health care agencies. This will be done in cooperation with local and state health officials, health care workers, personal service workers and food service workers employed by the university will follow guidelines issued by the Center for Disease Control for the prevention of communicable diseases. The university is committed to providing a comprehensive educational program concerning communicable diseases.

#### Crime Act and Crime Reporting

Pursuant to the requirements of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 U.S.C. § 1092 (f)) a copy of Lincoln University's Annual Security Report may be viewed on the Lincoln University website at the Public Safety link. Additionally, annually the employees will be notified of the Clery Act Report through the campus email system.

This report includes statistics for the previous three years concerning reported crimes that occurred on campus, in certain off-campus buildings or property owned or controlled by Lincoln University, and on public property within, or immediately adjacent to and accessible from, the campus. The report also includes risk reduction policies concerning campus security, such as policies concerning sexual assault, and other matters.

#### Personal Safety

If for any reason you should feel threatened in the workplace, there are precautionary measures you may want to take. The following list is provided for your information and, in some cases, may assist you in avoiding an incident all together.

- If you have been threatened or believe you are in some danger, REPORT IT IMMEDIATELY.
- Maintain documentation of threats, keep accurate notes of conversations, keep working papers, and brief executives that you feel alarmed.
- Avoid, if possible, any active personnel across your work area present.
- Do not release your name to and from home and work.
- Alternate your route to and from home and work.
- If you are working late, inform Public Safety and lock your office door.
- Use the Public Safety escort service when you are on campus late at night.

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In a hostage situation, threats from intruders, employees, or students remain calm and assure your captors of your intention to cooperate.

In the case of a fire or explosion with smoke present you should exit the building. Do not wait to determine whether the fire alarm is real or not. Do not use the elevator and use the stairwell. Do not re-enter the building.

If you receive a bomb threat or phone call, do not touch a suspicious object, notify Public Safety immediately. Do not use cell phones, pagers, two-way radios, etc.

#### Emergency Preparedness Plan

As a staff employee you should be familiar with and have a working knowledge of the university's emergency preparedness plan. This plan is coordinated through the emergency classification and control procedures for Lincoln University and emergency response personnel during periods of an emergency/disaster. Below are the different levels of emergency classification.

- Level I Emergency is an occurrence that can be handled internally by one or more departments within the university.
- Level II Emergency is an occurrence that requires a major response and the significant commitment of resources from several departments within the university, but will still be within the capabilities of the university. (Example: localized flooding, isolated damage to structures, etc.)
- Level III Emergency is an occurrence that requires an extensive response and commitment of resources from the university and could necessitate requesting outside assistance from the county, city, state and/or federal governments.

As a staff employee, you should be familiar with the procedures for dealing with an emergency situation. You may make contact for coordination with the dispatcher at the Department of Public Safety at (573) 681-5555. The Department of Public Safety will handle the communication channel based on the emergency level. Procedures for dealing with the following emergency situations:

1. Fire Emergencies Involving Chemicals or Hazardous Waste: Call the Department of Public Safety at (573) 681-5555. Give the nature of the emergency and the location. If unable to contact Public Safety, call the Fire Department at 9-911. Set off a fire alarm and evacuate the building. Use a fire extinguisher or fire hose if it is possible to do so without jeopardizing your personal well-being. Report to your supervisor.
2. Chemical or Biological Spills: Evacuate the area to the extent appropriate and wait for law enforcement and personnel. Call the Department of Public Safety at (573) 681-5555. Note: Do not call state or national chemical emergency numbers without prior authorization from Lincoln University Department of Public Safety, unless the spill is of disaster proportions and immediate.

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contact with Public Safety is responsible. Take action to contain the spill if it is possible to do so without jeopardizing personal well-being.

2. **Medical Emergencies Involving Chemical or Hazardous Waste:** Seek immediate care for the injured person, while the injured person is conscious. If requested by the injured person, call an ambulance (73) 681-5555 or 9-111. Report the medical emergency to Lincoln University Department of Public Safety (73) 681-5555 and to your immediate supervisor.
4. **Tornado Warnings:** Lincoln University moves tornado watches and warnings from the local television and radio stations. Jefferson City's warnings can be heard throughout the campus. If the sirens are activated, students and employees should take immediate shelter in basements or move to secure hallways away from windows. Public Safety officers do not go from building to building to assist visitors or coordinate evacuations to safe areas. You must heed the warning radio priority and move to a safe area on your own. The Jefferson City "all clear" siren will alert you when it is safe to return.

#### On the Job Injury

Lincoln University is part of the State of Missouri's Workers Compensation system. If a Lincoln University employee or a contractor gets injured on the job, follow these procedures:

- Report all injuries immediately to the Lincoln University Human Resources Office.
- Document the time, place, names of witnesses, and nature of the injury in a written report.
- If it is not an emergency, do not seek and not lost offering the Human Resources Office before going to authorized medical providers.
- If it is an emergency, seek initial treatment at the nearest hospital emergency room or medical clinic.
  - o There is only your employer as far as possible.
  - o Notify the hospital or clinic that you are a worker's compensation injury and give the name, address, and telephone number of your employer.
- If medical treatment is required, you should contact 1-800-624-2354 for 1-800-723-2866 for the nearest required available 24-hour a day for the same of an authorized medical care provider you have prior to seeking treatment.
- You must seek your own medical care with the provider of your choice at your own expense, however,
- The State of Missouri may not pay for medical treatment if you do not utilize authorized medical providers.

The Human Resources Office will assist in completing the necessary forms for workers compensation.

#### Violence in the Workplace

Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or Human Resources. All complaints will be fully investigated.

The University will attempt to promptly respond to any report or suggestion of violence. Violation of this policy may result in disciplinary action, up to and including immediate discharge.

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Employees shall not threaten, intimidate, provoke, interfere, use abusive language, or fight with other employees, supervisors, management and/or customers. Furthermore, employees shall not engage in any behavior that might result in harm or injury to the person or persons involved including other employees, customers, visitors, or suppliers.

The possession of firearms and other lethal weapons of any type on Lincoln University property at any time are strictly prohibited, except where permitted by appropriate job functions (i.e. public safety officers).

#### Sexual Assault and Victim's Rights

Employees have the right to have sexual assaults committed against them investigated and adjudicated by the duly constituted criminal and civil authorities of the governmental entity in which the crime occurred and the right to full and prompt cooperation and assistance of campus personnel in enforcing the proper authorities.

Lincoln University officers, administrators and employees that may become victims of campus-related sexual assaults shall be accorded the following rights in addition to any campus disciplinary proceedings:

- The right to be free from any kind of pressure from campus personnel that victims, (1) not report any crimes committed against them to civil and criminal authorities or to campus disciplinary enforcement and disciplinary officials, or (2) report crimes as lesser offenses than the victims perceive them to be.
- The right to be free from any kind of suggestion that campus sexual assault victims not report, or under-report crimes because victims are somehow "responsible" for the commission of the crime against them, victims were contributorily negligent, or assumed the risk of being assaulted, or by reporting crimes they would incur unwanted personal publicity.
- The same right to legal assistance, or ability to have others present, in a campus disciplinary proceeding that the institution permits to the accused, and the right to be notified of the outcome of such proceedings.
- The right to full and prompt cooperation from campus personnel in obtaining, securing, and maintaining evidence (including a medical examination) as may be necessary to the proof of criminal sexual assault in subsequent legal proceedings.
- The right to be made aware of, and assisted in enrolling in any options, as provided by state and federal laws or regulations with regard to mandatory testing of sexual assault suspects for communicable diseases and with regard to notification to victims of the results of such testing.
- The right to counseling from any mental health services previously established by the institution, or by other institutions or entities, or by victim's relatives.
- The right to require that campus personnel take the necessary steps or actions reasonably feasible to prevent a re-occurrence of sexual assault or property theft alleged assaults, including immediate relocation of the victim to safe and secure alternate work/housing and transfer of classes if requested by the victim.

Reports may be made by calling the Lincoln University Department of Public Safety at 731-681-5555, by reporting directly to the officer, or by reporting to the on-scene officer, if he or she has already

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been summoned. If you have reported the assault to another university official, they will assist you in making a report to the campus Public Safety Officer, if requested.

#### No Trespassing

Lincoln University follows the guidelines and procedures outlined in RSMo Sec. 569.140 concerning a violation of "No Trespass" on a university campus.

A person may be issued a "No Trespass" order while any of the following circumstances exist:

- The person is not a student, current or former employee, or legitimate visitor.
- The person was arrested on university property for committing a felony or misdemeanor.
- The person is found in a university building in violation of university regulations and it is apparent to the officer or other officials that there is intent to commit a crime within the building.
- The person has entered conduct such that the person's presence on the campus, in the course of the officer or other university officials, constitutes a threat to the safety or welfare of the university.
- The person refuses to provide identification as requested by the officer or other officials where a suspect person could reasonably be expected not to refuse, and further investigation and/or assistance from outside agencies may be required to properly identify the person.
- The person has no legitimate purpose (aside from observation) for being on campus.
- The person is causing a disturbance or is disrupting the tranquility of any area of the campus.
- The person is found in possession of a weapon or explosive.
- The person is found in possession of alcohol or drugs.
- The person is a student who has been suspended or expelled.

Both pedestrians and vehicles may be stopped if an officer or other university official suspects that any of the above conditions may exist.

Written notification of "No Trespass" will be given to any person found in violation of this policy. A person may be placed on "No Trespass" for a specific building area, or the entire university campus. "No Trespass" notification by officers will remain in effect for 5 days only. During that time period the order will be reviewed by the Director of Public Safety. If the director determines the "No Trespass" order should be extended beyond the five-day period, a recommendation will be forwarded to the president or his/her designee. A "No Trespass" order of five days can be extended up to a period of one year or longer, if approved by the president. If the order is approved, a registered notification will be sent to the individual being denied access to the campus or its buildings. (The complete written notice procedure is available from the Department of Public Safety.)

When issuing a notice of "No Trespass" officers shall act with as much restraint and courtesy towards the person stopped as that person will allow. Officers and other university administrators may exercise this authority in any place where they have a right to be present at their official job and duties.

Individuals will be given notice of "No Trespass" through the Preager Family Services Inmate Center. Individuals found on campus in violation of "No Trespass" will be turned over to the juvenile authorities immediately.

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Any person given written notice of "No Trespass" may appeal in writing within seventy-two hours of the notice being issued. All appeals will be addressed to the president of the university who will either deny or approve the appeal. The president may also refer appeals to the vice president who primarily reviews the case. For example, a person given a "No Trespass" notice in a residence hall area would appeal through the vice president to the student affairs.

#### Animals on Campus

The Department of Public Safety enforces all Jefferson City ordinances regarding animals. Animal owners are expected to abide by city ordinances while on campus. In addition, the following policies regarding animals are in effect:

1. All pets must be leashed and under the control of a valid. Except for a small animal used to assist persons with disabilities, all pets which are unleashed or unleashed and unattended on university property are subject to impoundment.
2. Persons in leash and under the control of a responsible person are permitted on university grounds but are not permitted within university buildings, at the stadium, or around groups of people. A loose pet (leash, or one tied to a fixed object, is not considered under the control of a responsible person).
3. Except for animals trained to assist persons with disabilities and animals used in university facilities for official research, classroom, or observation purposes, dogs and other pets are not permitted within a university owned or leased building. Any pet found within a university owned or leased building may be impounded.
4. Impounded dogs or other pets may be reclaimed by the owner at the Jefferson City Animal Shelter upon payment in full of all costs incurred as a result of the impoundment, including any necessary expenses.
5. Pets left unattended in motor vehicles on university property are subject to the same rules and regulations if they become a nuisance or if the welfare of the animal is threatened.

#### Tobacco Free Campus Policy, May 13, 2012

Lincoln University strives to present a healthy, safe and clean campus environment for its students, employees and visitors. For this reason, use of any tobacco product, including but not limited to cigarettes, smokeless tobacco, and e-cigarettes is prohibited on campus. This policy applies to all buildings on and off the main campus whether covered or leased by Lincoln University, university vehicles, open air spaces and common areas.

#### Timeline:

Present to August 16, 2011. Educate the Lincoln community about the tobacco policy.  
August 16, 2012. Set voluntary compliance and continue with education efforts.  
January 2013. Enforcement of the tobacco policy begins.

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### Termination

#### Job Abandonment

Any employee who has been absent from the workplace for a period of 5 consecutive work days without prior authorization or approval for such absence and under conditions which are not subsequently found to justify approval under existing university policy, shall be deemed to have abandoned his/her university employment.

Job abandonment shall be sufficient cause for immediate termination of university employment. A recommendation for termination for cause of job abandonment shall be initiated by the immediate supervisor and transmitted through the appropriate administrative levels for approval by the President of the university.

Termination of a case of job abandonment shall be given at the sole discretion of the President of the university.

#### Resignation or Voluntary Termination

Staff employees who choose to resign their employment with the university are required to give their supervisor written notice, preferably a minimum of two weeks prior to the last day of employment.

In certain circumstances, when an employee gives notice of resignation, the university may require the employee to leave immediately or on any other date prior to the employee's stated last day of work. This decision will be based on the best interest of the university and not as a reflection on the employee.

Employees who plan to resign are asked to provide the university with a minimum of three months' notice. This is to allow ample time for the employee withdrawal process as well as the processing of appropriate retirement benefits forms to assure that retirement benefits to which the employee may be entitled commence as timely as possible.

#### Retirement

Employees who plan to retire are asked to provide the university with a minimum of 3 months' notice. This is to allow ample time for the employee withdrawal process as well as the processing of appropriate retirement benefits forms to assure that retirement benefits to which the employee may be entitled commence as timely as possible.

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A letter of resignation should be submitted to the employee's immediate supervisor and the retirement notification should then be forwarded through appropriate administrative channels to the Human Resources Office.

#### Dismissal or Involuntary Termination

A staff employee without a contract or appointment for a specified term of employment can be terminated at any time, for any reason or no reason, but not for an illegal reason. When the university determines that it is in its best interest to terminate an employee, the employee will receive a notice of termination from the President. Termination notices are to be treated as a confidential, professional matter by all concerned. Non-contract employees may be terminated upon written notice as follows:

1. Administrative officers, administrative staff and professional staff shall receive a minimum of thirty days notice.
2. All other employees (administrative support, service and maintenance, skilled crafts, and technical staff) shall receive a minimum of (1) thirty days notice with ten or more years of service, or (2) two weeks' notice with less than ten years of service.
3. In certain instances, the university may require the employee to leave immediately or on any other date prior to the employee's designated last day of work. In those instances, the employee will be put on paid administrative leave.

#### Employment Withdrawal Process

The employee withdrawal process must be completed prior to the processing of the employee's last payroll check to assure that any indebtedness to the university has been reconciled, indebtedness related to financial obligations, outstanding cash advances, traffic and library fines, university-owned equipment and uniforms, filing of grade reports, and return of keys and employee identification cards. The employee should:

- Obtain an employee withdrawal form from the Human Resources Office.
- Acquire the necessary departmental signatures on the form, and,
- Take the completed form to the University Cashier's window. This will effectuate the release of the employee's last check. The last paycheck will include all accrued vacation leave. Sick leave will not be paid.

#### Withholding leave pay for indebtedness to the University

Any debt reconciliation must be documented by the terminating employee's area supervisor and submitted to the Payroll Office so that wages can be withheld before the final paycheck processing period is completed. The required debt can be deducted from the employee's last regular paycheck if it is before the regular paycheck release date. The employee shall be paid equal to or exceeding the minimum wage amount for any unpaid wages after deduction for debt owed so that there is no violation of federal and state minimum wage law. Accrued vacation leave payout may also be withheld for any debt owed the university by the employee.

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#### Unemployment Insurance

An employee, who is involuntarily terminated, for any reason other than misconduct, may be eligible for unemployment compensation. Unemployment insurance is described in more detail in the Benefits section.

#### Employment Verification

Lincoln University will make every effort to maintain strict confidentiality of current and former employees' employment information. All contacts from outside parties, whether in person, by phone, or by mail or e-mail, requesting employment verification for current or former employees shall be referred to the Human Resources Office. Staff in the Human Resources Office will require a written request, with signed authorization by the current or former employer, to allow for release of information. The employment information provided will include job title(s), dates of employment, and earnings.

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### Time Off

#### Annual leave

Staff employees in positions of 75 full-time equivalent or higher and in ongoing regular positions shall be entitled to accumulate annual leave as follows: Employees with less than ten years of total university service earn ten hours of annual leave each pay period with a maximum annual leave balance of 240 hours (i.e., a cap of thirty days or two months the annual total of three days).

Employees who have completed ten years of total university service earn twelve hours of annual leave each pay period with a maximum annual leave balance of 288 hours (i.e., a cap of thirty-six days or two months the annual total of three days).

Employees who have completed fifteen years of total university service earn fourteen hours of annual leave each pay period with a maximum annual leave balance of 336 hours (i.e., a cap of forty-two days or two months the annual total of three days).

The rate of accrual of annual leave is based on total service in prior years of service at the university, not on years in a particular position.

Employees may accumulate more annual leave than their allowed maximum until June 30 of any year. After June 30, any excess annual leave over an employee's maximum balance is red void to the maximum, at which time the employee can begin accumulating above the maximum.

- Employees who earn 10 hours of annual leave: maximum annual leave balance is 240 hours
- Employees who earn 12 hours of annual leave: maximum annual leave balance is 288 hours
- Employees who earn 14 hours of annual leave: maximum annual leave balance is 336 hours

An employee entitled to annual leave that has resigned or otherwise separated from university service shall be entitled to receive reimbursement for the amount of this accrued leave which does not exceed the maximum allowable accumulation.

#### Professional retiroes do not accrue vacation leave

#### Personal leave

Staff employees are granted fifty-six hours of personal leave with pay each fiscal year, without carryover beyond the fiscal year. Personal leave for new hires will be prorated at 4.67 hours/month.

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From the time of hire through the end of the fiscal year. Requests for personal leave must be approved by the area supervisor based upon the needs of the unit.

#### Sick Leave

Sick leave is a benefit provided to protect an employee from loss of pay due to illness or injury which makes that employee unable to fulfill the responsibilities of her or his position.

Sick leave is accrued at the rate of eight hours per month of continuous full-time service and is accrued from the beginning of employment.

Credit for sick leave accumulates during vacations, sick leave, excused absence with pay and any leave of absence without pay granted for Workers' Compensation or approved medical leave. All employees must report use of sick leave from work to their immediate supervisor as soon as possible. If a sick leave request is made for more than three consecutive workdays, a doctor's statement may be requested by the employee's supervisor.

When the employee returns to work, the employee must record the sick leave taken on the Request for Leave form, submit for appropriate supervisor approval, and then forward to Human Resources upon termination of employment; employees shall not receive payment for accrued sick leave. Any unused accumulated sick leave balances will be reported to MOSERS for creditable service upon retirement.

Lincoln University participates in the State of Missouri's sick leave reciprocal program, which allows the transfer of unused accumulated sick leave for up to a five-year period after employment termination.

An employee who suffers an injury and is eligible for time off work under Workers' Compensation may elect to receive Workers' Compensation and utilize sick leave pay from the university. The sick leave will be protected and taken in conjunction with Workers' Compensation. Sick leave accrual will be reduced accordingly.

#### Requesting and Reporting Leave

The employee should complete the Request for Leave form and submit the form to the appropriate supervisor when the employee plans to be absent from the regularly scheduled hours of work or has been absent due to illness or personal reasons. Such requests or reports shall be made and recorded in accordance with the following: The supervisor or department head will sign the form and it will be submitted to Human Resources for data entry into the employee's leave record.

#### Special Leave

An employee can request a special leave of absence with or without pay for personal or professional reasons. The leave request shall be initiated by the employee and must be approved by and through the chain of administrative command including the President. The special leave of absence should not exceed a maximum of one year.

#### Family and Medical Leave Act (FMLA)

Lincoln University, in accordance with the Family and Medical Leave Act (FMLA), provides employees the protections of this law pertaining to entitlement of leave, maintenance of health benefits during

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leave, and job restoration after leave, sets requirements for notice and certification of the need for FMLA leave, and provides employees a request to the FMLA leave.

Subsequently, Lincoln University allows eligible employees to take job-protected, unpaid leave, or to substitute a proportionate paid leave if the employee has earned or accrued it, for up to a total of twelve workweeks in any twelve-month period for any of the following:

- the birth of a child and to care for the newborn child
- the placement of a child with the employee for adoption or foster care
- when the employee must care for a family member (child, spouse, or parent) with a serious health condition
- when the employee's own serious health condition makes the employee unable to perform the functions of her or his job

In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

An employee on this leave is also entitled to have health benefits maintained while on leave as if the employee had continued to work instead of taking the leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay her or his share during the leave period. The employee may recover her/his share only if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member, or another reason beyond the employee's control.

An employee generally has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. The taking of this leave cannot result in the loss of a benefit that accrued prior to the start of the leave.

The university has a right to thirty days advance notice from the employee when practicable. In addition, the university may require an employee to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Failure to comply with these requirements may result in a delay in the start of the leave. The university may also require that an employee present a certification of fitness to return to work when the absence or was caused by the employee's serious health condition. The university may delay restoring the employee to employment without such certification relating to the health condition which caused the employee's absence.

#### Medical Leave Not Under FMLA

Medical leaves, including maternity leave, not taken under the FMLA may be taken at the request of the employee and upon approval of the supervisor. Requests for leave are to include the period of absence and a doctor's certification stating the need for medical leave, duration of leave required, and expected date of return to work.

Medical leave may be paid leave utilizing any accrued sick or vacation leave. Medical leave without pay may be requested and approved by the employee's supervisor and the President. This type of leave would require the employee to cover the cost of employee benefits during the time away from work.

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#### Leave in Regards to Termination

When a leave of absence occurs for disability or medical leave situations, Lincoln University will provide employee paid benefits of health, retirement and life insurance (e.g. the usual 6 months of any approved medical/health leave, long-term disability benefits are available to those who qualify after 180 days). After one year of authorized disability or medical leave, an employee may be terminated or granted a continuation of the leave by the President.

Employees taking a leave of absence or transfering to the State of Missouri for employment may transfer unused vacation or sick leave to the state agency with a written authorization to the Human Resources of allowance by the agency.

#### Military Leave

An employee requesting uniformed services leave with pay must provide written documentation to her/his supervisor at least two weeks in advance of the scheduled training or service, specifying the reason and duration of the leave.

Employees who are members of the National Guard or Reserve units will be granted uniformed services leave with pay not to exceed fifteen regular work days in any calendar year. Travel time required for reporting to the place of duty is included in the fifteen-day allowance. Vacation or personal leave may be used for any training or service in excess of fifteen work days subject to the approval of the area supervisor.

This policy covers all regular full-time and regular part-time employees who serve in the Armed Forces, Army, National Guard or reserve component of the Armed Forces as it relates to military service requests. The policy is in accordance with federal law of the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Missouri Revised Statute 103.270. This policy covers an employee's compensation, benefits, retirement eligibility, length of service, and reinstatement to employment rights.

An employee requesting uniformed services leave without pay should present her/his orders to her/his immediate supervisor. Exceeded uniformed services leave without pay will be granted to employees performing active military or national defense service. Cumulative uniformed services leave advanced to her/his year throughout employment at Lincoln University. Employees can continue benefits coverage while on unpaid leave, to include health insurance coverage through COBRA, continued basic life insurance, and long-term disability for a year at her/his expense. Upon reinstatement, new service during the uniformed services leave will be credited toward the retirement service accrual with proper documentation. Employees are entitled to apply earned but unused vacation or personal leave to their service leave before beginning the unpaid portion. Vacation, personal leave and sick leave do not accrue while on leave.

Upon honorable completion of military service, an employee is entitled to be reinstated to the position he/she held prior to military leave or to an equivalent position for which he/she qualifies. If disabled by reason of uniformed service, an employee is entitled to be reinstated to her/his former position or a position of similar pay and status for which he/she is qualified, with reasonable accommodations. Upon reinstatement, the employee's compensation, benefits, retirement eligibility, and length of service will be reinstated as if he/she had been continuously employed during the

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service leave period. Compensation will reflect any increases and as usual across-the-board pay adjustments or promotions by reason of seniority that reasonably would have been expected to take effect if the employee had not been on leave. To be eligible for reinstatement, employees must apply within the time periods outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994.

If, through no fault of the employee, it is impossible or unreasonable to apply for reinstatement within the prescribed period, he/she may report as soon as possible following the period, without forfeiting her/his reinstatement rights.

Upon reinstatement, an employee is protected from discharge without cause for a period of time tied to the length of uniformed service. One year of protection is provided if the period of uniformed service was more than 180 days. Six months protection is provided for service of 31 to 180 days. There is no protection period for service of less than 31 days.

#### Time off to Vote

All employees are entitled to time away from work to vote without affecting accrued vacation, sick leave or emergency leave time. All polling locations are open from 6:00 a.m. to 7:00 p.m. Lincoln University employees are encouraged to exercise their right to vote between the hours of 6:00 a.m. and 9:00 a.m. or 4:00 p.m. and 7:00 p.m. If an alternative schedule is needed, employees are asked to communicate with their immediate supervisor regarding the time needed to watch her designated polling location.

#### Jury Duty and Court Witness Leave

Regular full-time employees are eligible for paid jury duty and court witness leave. An employee will be granted leave with pay when required to be absent to serve on a jury or when subpoenaed to serve as a witness before a court, commission, or legislative committee. Employees who are called to such service must show the jury order or subpoena to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. A copy of the jury order or subpoena must be forwarded to Human Resources for the employee's personnel file. Employees are expected to report to work when service concludes scheduled periods.

The university will continue to provide university-paid health insurance benefits for the full term of the jury duty/witness absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty/witness leave. The employee may request an excusal from jury duty if the employee's absence would create serious operational difficulties.

Paid court leave is not available to employees appearing on their own behalf or as a witness in which they are named as the plaintiff or defendant. Absences from work for court appearances not present to a subpoena must be taken as vacation, personal leave, or unpaid leave.

#### Indemnity Weather

It is the policy of the university to maintain its teaching, public service, and operational activities in accordance with established schedules. To this end, the suspension or cancellation of classes or the temporary suspension of campus operations will be avoided if at all possible.

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When classes are canceled due to inclement weather, offices will also be closed. An official announcement of any change or suspension of university events and/or operations will be issued through University Relations to the public media television and radio stations, the IU Web site. The decision to cancel day classes due to inclement weather does not necessarily pertain to evening classes or evening shift employees. A normal evening scheduled shift will occur unless a separate decision is released to the media canceling such activities. If so, an announcement is made through local media regarding evening classes and activities, employees should assume that work is to continue as scheduled.

In the event the university is closed due to inclement weather, employees are not to report to work unless they are notified or have been given prior instructions to report as part of essential services. Full-time employees will be paid their regular pay for the time the university is closed if they are regularly scheduled to work. Classified employees who are required to work during the hours the university is officially closed will be paid one and one-half times their regular hourly rate.

Any absences which result because of inability to report to work due to inclement weather, that whether the university is not officially closed will be deducted from available leave.

#### Non Academic Holiday Schedule

A set schedule of fourteen holidays will be observed during each fiscal year. The non academic holiday schedule is approved by the Board of Trustees before the beginning of the fiscal year. These recognized holidays are: Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day and Christmas Day, New Year's Eve Day and New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, observed, Spring Recess Week (two days off), a free day designated on Good Friday, and Memorial Day.

All regular full-time and part-time employees who are employed at the time of a recognized holiday will receive time off pay for the holiday. Ten part-time employees will not be paid time off for a holiday. Employees will receive their regular salaries or wages for a day on which there is a holiday and on which no work is required. Holidays which occur during an approved paid leave of absence will be paid. Holidays which occur during an approved unpaid leave of absence will not be paid.

Holidays observed by Lincoln University which occur on Tuesday shall be observed on the following Monday. Holidays which occur on a Saturday will be observed on the Friday immediately preceding the designated holiday. On holidays all employees, except those engaged in essential services.

[Power Plant operations, Public Safety, University Farms, KU-U-FM, Page Library, PBX Operations, and dormitory operations where the reader or hall is open], shall be excused from duty. The essential services essential to the university's operation shall be scheduled as follows:

A full-time essential service employee who is normally scheduled to work on a holiday will be paid double time for performing their duties on that day. Any essential services employee who does not work the holiday will be paid straight time for the holiday. An essential services employee whose normal day off occurs on the holiday is entitled to that holiday and is entitled to receive additional compensation equivalent to one day of pay at straight time.

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**Religious Holiday Accommodation:**  
In accordance with Federal law, Lincoln University will make reasonable accommodations for employees' observances of religious holidays as long as such accommodations does not cause undue hardship to the department or unit. Employees must submit personal or vacation leave requests, or where possible arrange alternative scheduling, within the unit in advance in order for the accommodation request to be considered. If an employee's supervisor determines that the absence would cause undue hardship to the unit, the supervisor must provide written justification.

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University Resources

As a staff employee the following are university resources that you might find useful in carrying out your day to day job duties. While the university has a vast array of resources, these are resources that are of common interest to all staff employees.

#### Professional Development Training

Faculty employees can get assistance in accessing individual training needs through several campus resources. A brief description of each resource is listed below.

1. The Center for Innovative Learning (CIL) is housed on the ground floor of Martin Luther King Hall in Room 18 and 20. The CIL serves the needs of faculty and staff, exclusively, in a dual role. First, it serves as a facility for faculty/staff technology-related training. Second, the CIL's technical support facilities evaluate the classroom and workplace production of multimedia and other technology-related projects. Forward, short training sessions or a variety of topics are scheduled for faculty and staff professional development. The faculty/staff training facilities, which are in use for CIL projects, are available to the wider university community for a appropriate. Faculty/staff only. Training that requires computer workstations.
2. Human Resources facilitates many types of training or orientation sessions for employees. The Staff Services administrator or Professional Development and Orientation works in conjunction with the Human Resources Office for periodic sessions on staff related topics. Human Resources can assist in locating specific training resources through state and federal referrals.
3. Title III Professional Development provides the training for faculty and staff through the Professional Development Institute. Through the Professional Development Institute, faculty and staff will be able to participate in workshops and seminars on and off campus for personal and professional development, take graduate courses and attend professional meetings and conferences and other activities designed to assist faculty and staff to continue learning and growing in keeping with new and innovative strategies focused on academic excellence. Funds are also available for department and other units for workshops/seminars for their staff. Each request is considered on an individual basis and is evaluated on the potential merit for professional enhancement for Lincoln University faculty and staff. In order to increase training and skills to help better serve the diverse student body at Lincoln University, Title III has incorporated a Train-the-Trainer Program. All full-time faculty and staff, who agree to attend a

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workshop, conference, seminar or meeting and, upon their return to campus, share the information as formal sessions with colleagues and coworkers, may receive financial support.

#### Lincoln University Website

The Lincoln University website is operated through the Site Builder Toolset 2.9 (SBT) which is a completely browser-based website content management solution created by Siegard Higher Education. The simple and secure SBT, site editor and database web content management through:

- standardized page templates, reducing a standard page layout issued from us.
- automated navigational content.
- simple procedures for adding and editing page content, and,
- managing page organization.

The content management approach to website development allows you to develop, edit, maintain, and manage your content with minimal training and it requires no HTML experience. SBT reduces a third party content authoring tool which provides MS Word-like editing capability. Content is saved and stored locally in a Microsoft SQL 2000 Server database.

Each department is responsible for creating and maintaining its content through a designated department content manager(s). Before using SBT, your local webmaster must create a user profile for you, give you a username and password and designate you as a content provider. The webmaster also grants you access to specific pages and permissions for what you may do to those pages.

#### Campus AIT Technology Resources Revised May 9, 2012

Siegard Higher Education contracts with Lincoln University and is responsible for maintaining and supporting Lincoln University's technology, infrastructure, networking, telecommunications and web capabilities, and providing knowledge and expert assistance in development and support of new technologies. Siegard staff is located on the 1st floor of Schwelb Hall.

#### Listenserve

The staff listenserve is an e-mail group where members can share information, questions, concerns, etc. All announcements regarding Staff Council business or events will be posted through the listenserve. If you would like to subscribe to the IU staff listenserve, please email a request, include your contact information and email address with your request. Your request will be processed within 5 days. You will receive all emails addressed to iustaff@lincolnedu and you may address all subscribers by sending an email to this same address.

The Lincoln University Campus Listenserve is operated by the Public Relations department. All employees who have Lincoln University email addresses will receive notices and messages through the campus email listenserve. If your department wants to disseminate information through the campus email listenserve, your department administrator will need to submit this as an electronic request to Public Relations for posting.

#### Lincoln University Enterprise Resource Systems

Lincoln University Enterprise Resource System (ERP) technology staff is responsible for providing the following technology services: administration of the Oracle "Collage" system including programming support and user training, administration and backup of the servers for the ANGEL

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learning management system and training and support for all applications. Web Content Management for classes that material posted on the Lincoln University website events the marketing and public relations standards set by the institution, the Blackboard Transaction System will be hosted and supported by Blackboard and administered by the Lincoln University. The department is located on 2nd floor of Schwab Hall.

#### University Print Services

The University Print Shop is located in 130 Schwab Hall. The Print Shop produces a vast majority of materials printed for daily operations at the Lincoln University.

The Print Shop maintains a variety of paper stock. If what is needed is not in stock, it can be special ordered. Special orders normally take at least two weeks. A small variety of ink colors are also available, as well as the standard "in blue" and black. As ordering it generally require 10 working days once the equipment has arrived to the Print Shop. Print samples are required with the requisition, if the job is a repeat.

Offset printing is also available, however, it is not as speedy as the copier, but offers a better quality product and a greater flexibility. This process is recommended if a more favorable impression, such as brochures, flyers, newsletters, etc., or a large number of copies is needed.

The Print Shop produces such items as: posters, booklets, brochures, business cards, letterhead, envelopes, carbonless forms, along with newsletters and annual reports. The Print Shop prints approximately 75% of the university's needs.

#### Forms provided by the Print Shop

- Travel Expense Voucher
- Travel Authorization
- Travel Schedule
- Lincoln University Requisitions
- State Ship

The Print Shop can help assist with project layout and design. Bring a diskette with the required information to the Print Shop and have the information set up professionally with Quark Express, FontLab, Microsoft Word or Corel WordPerfect for PC.

All duplicating copy jobs require a completed Quick Copy Request Form submitted before copying can begin. Most quick-copy jobs can be produced within 24 hours.

#### Mail Room

The Lincoln University Mail Room is located on the first floor of Young Hall. All incoming and outgoing campus mail comes through the Mail Room. Each department has a designated mail box and is responsible for removing it on a daily basis. All mail received at the Mail Room must be handled according to the guidelines set forth by the department. Large volume mailers should contact the Mail Room (881-6104) for specific instructions. A return address is mandatory to ensure proper handling and address corrections. Use of campus mail for personal business is prohibited.

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#### Food Service

The 14 Campus Dining Centers are located in the Scripps University Center (SUC). It is a full service cafeteria on the first floor. A staff and faculty cafeteria is located on the second floor. Meals are served everyday of the work week. Faculty/Staff meal cards can be purchased. Purchase the first 10 meals and the eleven next meal is free. Credit or debit cards are accepted. Special event catering or snacks for a staff room evening are also available through Sodexo, the food service provider. Government coffers, fruit parfaits, yogurt, salads, sandwiches, breakfast breads and muffins are available for purchase at the Starbucks Coffee Shop (in Page Library) and grab-n-go snacks are available at the Cafe Ala Carte (located on the 1<sup>st</sup> floor of Young Hall). The 14 snacks and beverage vending machines provide national-brand fresh candies, chips, and pastries in a variety of sizes. In addition, cold drinks, iced and water are reasonably priced in vending machines all around campus.

Lost money or any other non-product should be reported to 2104 Student Union - your money will be identified if added. Ask a bottle of Clinch Card - when we make it a card to purchase food from any dining outlets on campus. The Clinch Card can be used in lieu of money. To make a Clinch Card account, contact (873) 681-3267.

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#### Business Operations Information

As a staff employee, the following business operations information might be useful in carrying out your day-to-day duties. While the university has many business operations, these are business operations of interest to any staff employee.

#### Fall Institute

The Lincoln University campus community congregates every year in mid-August for the annual fall institute. This is the official start date of the academic year for faculty and as a opportunity for both faculty and staff to hear updates on activities, share ideas and experience, and receive training on topics of interest.

#### Form Usage

As an employee, who is conducting and processing any business or employee transactions, should access appropriate forms from the respective departmental website to ensure up-to-date form usage.

#### Rules and Regulations

As a staff employee, you (supervisor and employee) are in accordance with the Board of Governors approved Lincoln University Rules and Regulations. The Rules and Regulations and all policies thereon is approved by the Board of Governors. A complete copy of the Rules and Regulations can be found on the Lincoln University website.

#### Travel

The first step is to fill out a Request for Travel form for submission to your supervisor. This allows supervisors to see the total amount owed for the entire trip. Once approved, complete required requisitions for each of the following that applies to your trip: conference requisition, hotel/bodging, airfare, and travel. You can find the appropriate forms and instructions for completing the requisitions on the Accounts Payable website.

#### Purchasing Office Supplies

The administrative support staff of each department will be able to complete a requisition for the purchasing of office supplies. The two most widely used approved vendors are Corporate Express and Office Max. Once a requisition is completed, a purchase order is generated and the supplies are ordered by the Lin's Purchasing Department. When the supplies arrive at the Purchasing Department, they will be delivered to the department. Detailed purchasing guidelines are located on the Purchasing Department's website.

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#### Accounts Payable

As a staff employee there may be occasions where Accounts Payable processes a check for you. Accounts Payable typically runs checks on Monday and Tuesday during the school semester and Monday and Wednesday during the summer. A invoice and Check Request Form must be submitted along with the following process:

- A requisition must be entered in Banner.
- The requisition must be approved by all required approvals.
- The requisition must have a purchase order or blanket purchase order number assigned to it.

To allow adequate time for Accounts Payable to obtain the proper signatures and verify the accuracy of the checks, Accounts Payable checks are not authorized for release until the day after checks are run. At that time, the checks will either be mailed or available for pick-up at the Cashier's window after 12:00 p.m.

#### Budget Process

As a staff employee, it's important to know that departments conduct a budget process every year in the fall for the upcoming fiscal year beginning in July. The department process is one step of the total process for developing and securing university wide budget approval. Your department head or director will be determining the financial resources your unit needs and submitting requests for any additional funds. Each department's budget is rolled into a broader division budget for review and approval by the university's Budget Committee. Therefore, it's very important to keep your department head or director informed if additional funding resources are anticipated.

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### Work Schedule

#### Work Hours

The work week is generally considered to be Sunday through Saturday. The work week can be changed based on the needs of the department.

With the exception of essential services personnel, the majority of full-time, nonacademic personnel are employed for a forty-hour work week, Monday through Friday from 8:00 a.m. to 5:00 p.m. Hours worked in a work week will also include all time off work, pay to include vacation, personal and sick leave. The exception is compensatory time off.

Staff employees are entitled to a 15 minute break in both the morning and afternoon with a one hour lunch break.

The area supervisor has the discretion to alter the general hours of operation to fit the needs of the unit and for the employee. Rest time is permissible upon an employee request and supervisor approval. The decision to alter the time is based on the needs of the area.

The President may declare a four-day, ten-hour per day work schedule to be observed during the summer months. This will generally take place from mid-May through mid-August and the hours of operation will be from 7:30 a.m. to 6:00 p.m. Monday through Thursday with a 30 minute lunch break and 15 minute morning and afternoon break.

#### Absences

All staff absences should be done in accordance with the university's leave policies as found in the Time Off section.

When an employee knows in advance that he/she has a need to take time off of work and has accrued leave to cover the time off, the employee should complete the Leave Request Form (found on the Human Resource webpage) and obtain his/her supervisor's approval.

When an employee is sick or has a personal situation that requires time off work and cannot give advance notice, the employee should notify the supervisor by phone. If supervisor isn't available, then a department co-worker, at the beginning of the work day or as soon as possible. The Leave Request Form (found on the Human Resource webpage) should be completed and submitted to his/her supervisor for approval immediately upon return to work.

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If an employee is late to work by more than 15 minutes, without prior advanced notification and approval by the supervisor, the employee should take accrued leave for the time missed or have approved flextime by the supervisor to make up the time.

For an employee that is on overtime, the required time recording policy will be enforced.

If an employee has persistent and/or chronic tardiness or absenteeism from work, the supervisor may implement a disciplinary process in accordance with the university's disciplinary process as described in the General Employee section.

#### Essential Services

Essential services personnel includes those employees who are appointed to areas which operate beyond normal working hours or have alternative schedules which require special scheduling. These employees are expected to be available on weekends, during holidays, during special events and in emergencies. Essential services include Power Plant operations, Public Safety, University Farm, IDU-RM, Page Library, PDC operations and dormitory operations where needed for halls to open.

#### Overtime Provision for Non-Benefit Employees

Staff employees generally perform work on a standard forty-hour work week, Sunday through Saturday. Some positions will require additional hours beyond the forty-hour work week. There is no limit on the number of hours in a day, or days in a week, as an employee may be required or scheduled to work, including overtime hours. Employees determined to be exempt from overtime provisions of the Fair Standards Labor Act (FSLA) must receive overtime compensation (pay or compensatory time) for hours worked in excess of forty in a work week at a rate not less than time and one-half their regular rates of pay.

The department authority is required to establish work schedules for her or his employees in determining what actions constitute hours of work under the FSLA. Regular working hours means the days and hours of an employee's regularly scheduled work week. The regularly scheduled work week is subject to change based on area needs but should be clearly advertised as far in advance of the change as possible.

Overtime hours worked should be stated separately from the regular forty-hour work week and calculated at time and one-half the hourly rate. Hours worked in a work week which includes all time off work, pay to include vacation, personal and sick leave can be viewed for overtime consideration. The exception is compensatory time off.

The overtime requirement may not be waived by agreement between the department and the employee.

All overtime must be approved by the area supervisor in advance of the time it is earned. The supervisor is responsible for ensuring appropriate controls to assure that only work for which it is intended to make payment is performed.

When the supervisor determines that circumstances warrant the request for overtime work, which could be either for an emergency situation of a temporary nature or a non-emergency where overtime is deemed the best way to handle the situation, the employee will be asked to work.

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Overtime Employees of similar job functions should have equal opportunity or equal burden for overtime assignments, either as mandatory or voluntary work. If the overtime work is mandatory, an employee system of designating required work will be devised by the area head so that all employees in that job category will have shared burden of work over a reasonable time. If an employee refuses to work mandatory overtime without sufficient justification of cause not to work, disciplinary action can be taken.

An employee shall be compensated for every minute of regular overtime work. A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full fraction of an hour used to credit overtime work.

Lincoln University will provide a maximum of two hours pay at time and one-half for irregular or occasional overtime work approved by the supervisor and performed by an employee on a day on which work is not scheduled for that employee or for which the employee is required to attend to work.

All time spent by an employee performing an activity for the benefit of Lincoln University and under the control or direction of Lincoln University is classified as "hours of work." Such time includes time during which an employee is required to be on duty, time during which an employee is permitted to work, and waiting time or idle time which is under the control of an employer and which is for the benefit of an employee.

"Workday" means the period between the commencement of the principal activities that an employee is required to perform on a given day, and the completion of the principal activities for that day. All time spent by an employee in the performance of such activities are classified as hours of work. The workday is not limited to a calendar day or a twenty-four hour period.

Any rest period authorized by Lincoln University that does not exceed twenty minutes and that is within the regular workday shall be considered hours of work. Break time periods are not considered hours of work.

In the custom to pay employees for time in which no work is performed due to use of accrued vacation, sick or personal leave and holidays, Lincoln University will cover these hours as hours worked in determining the amount of overtime premium pay.

An employee who travels from home before the regular workday begins and returns home at the end of the workday is regarded as "home to work" travel; such travel is not classified as hours of work. Travel between jobs shall be considered hours of work if:

- as an employee is required to travel during regular working hours,
- as an employee is required to drive a vehicle or perform other work while traveling,
- as an employee is required to travel as a passenger on a one-day assignment away from the official duty station, or
- as an employee is required to travel as a passenger on a one-day assignment.

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- away from the official duty station during hours of a one workday that corresponds to the employee's regular working hours.

Time spent in training during regular working hours shall be considered hours of work. Time spent in training outside regular working hours shall be considered hours of work if the employee is directed to participate in the training by Lincoln University and for the purpose of the training is to improve the employee's performance of the duties and responsibilities of her or his current position.

An employee on standby or on call is on duty, and time spent on standby is classified as hours of work, for work-related reasons, the employee is restricted by official order to a designated point of duty and is assigned to be in a state of readiness to perform work, with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. An employee will be considered on duty and time spent on or off call shall be considered hours of work if the employee is allowed to leave a telephone, a pager or a cell phone as an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call back radius, or the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by a substitute person.

All non-tenured employees must have time and attendance kept within the organizational area. The area supervisor may use any timekeeping method he/she chooses for tracking a non-tenured employee's time and attendance. The supervisor may use a time clock, have a timekeeper keep track of employee's work hours, or tell the employees to write their own times on a record. Any timekeeping plan is acceptable as long as it is complete and accurate and reflects arrival time, lunch breaks and departure time. Hours worked should be reported to the Payroll Office on the appropriate time card or time sheet.

#### Compensatory Time

Lincoln University will allow the area supervisor to determine if an employee has the option, while working overtime, to receive compensatory time off. It will be at the discretion of the employee to designate if compensatory time off is in lieu of overtime pay is requested. This must be documented on the Compensatory Time Off Request Form. This form is to be completed on non-tenured positions at the time of hire and at any interval as deemed appropriate by the area supervisor thereafter.

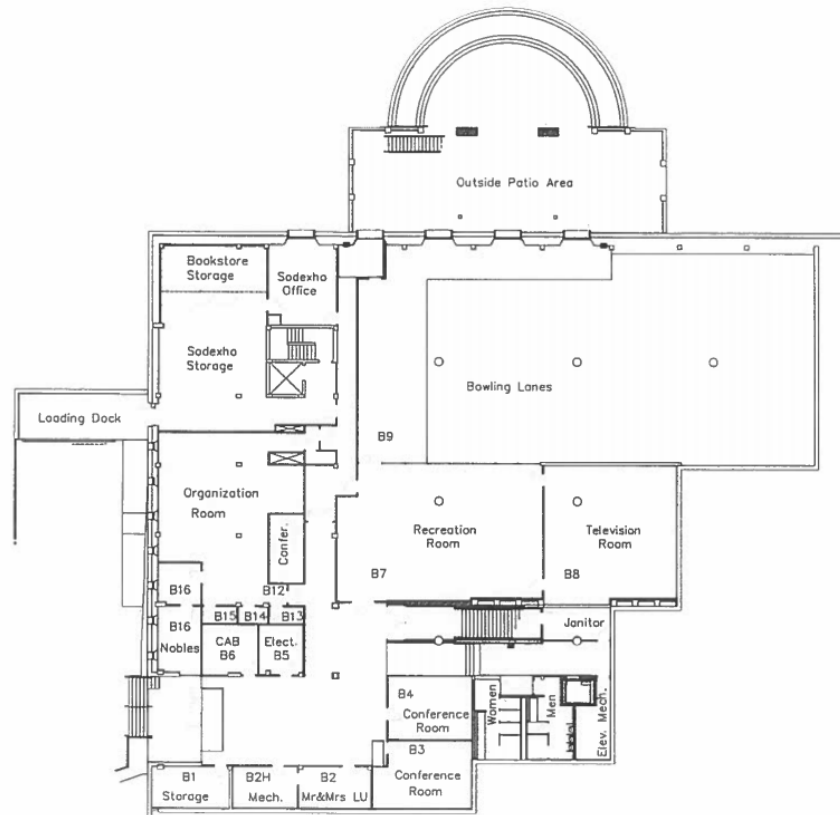
The supervisor may pay a time limit for an employee to request and take compensatory time off. If compensatory time off is not requested or taken within the established time limit, the employee must be paid for overtime work at the overtime rate in effect for the work period in which it was earned.

A non-tenured employee can accumulate compensatory hours up to 240 hours of compensatory time earned.

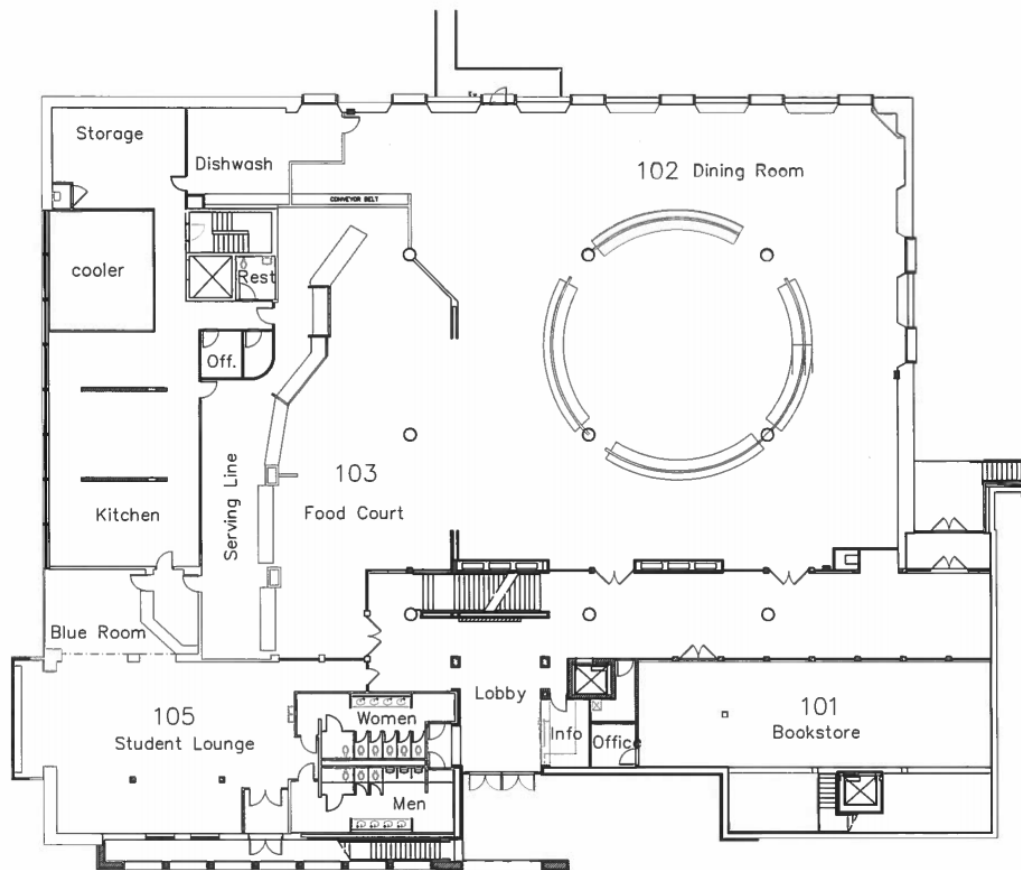
Any employee who has accrued compensatory time and asks to use it or any part of it, shall be permitted to use such time within a reasonable period, if such request does not daily disrupt the operations of the area.

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## APPENDIX V. FLOOR PLANS



65933 - SCRUGGS UNIVERSITY CENTER BASEMENT FLOOR



65933 – SCRUGGS UNIVERSITY CENTER – GROUND FLOOR



65933 - SCRUGGS UNIVERSITY CENTER - FIRST FLOOR