

**Lincoln University Board of Curators  
February 8, 2018**

**OPEN SESSION – Part I**

1. Call To Order:

The Lincoln University Board of Curators Open Session was officially called to order by Board President Marvin O. Teer, Jr. at 8:30 a.m., on Thursday, February 8, 2018, in the Board Room, 201 Young Hall, on the Lincoln University campus, Jefferson City, Missouri.

1. A. Roll Call: Curators present were: Don Cook, Greg Gaffke, Marvin Teer, and Winston Rutledge. Curators Dana Cutler and Herbert Hardwick participated via teleconference. Curator Frank Logan was absent. Rose Ann Ortmeyer recorded the minutes.

2. Other Business:

There was no Other Business for discussion in Open Session.


3. Motion for Closed Session:

Curator President Teer asked that the Board be given the authority to commence a closed meeting, possible closed vote, and possible closed record as follows: (1) "Legal actions, causes of action or litigation involving a public governmental body;" (2) "Leasing, purchase or sale of real estate by a public governmental body;" (3) "Relating to the hiring, firing, disciplining, or promotion of an employee of a public governmental body;" (6) "Scholastic probation, expulsion, or graduation of identifiable individuals;" (12) "Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;" (13) "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment;" (14) "Records which are protected from disclosure by law;" and other matters for which a closed meeting is authorized pursuant to Section 610.021 RSMo.

Curator Rutledge so moved. Curator Cook seconded the motion. Motion carried as follows:

Curator Cook        Yes  
Curator Gaffke     Yes  
Curator Rutledge   Yes

Curator Cutler     Yes  
Curator Hardwick   Yes

  
\_\_\_\_\_  
Marvin O. Teer, Jr., President

  
\_\_\_\_\_  
Greg S. Gaffke, Secretary

Lincoln University Board of Curators

February 8, 2018

OPEN SESSION

1. Call To Order:

The Lincoln University Board of Curators Open Session was officially called to order by Board President Marvin O. Teer, Jr. at 2:00 p.m., on Thursday, February 8, 2018, in the Board Room, 201 Young Hall on the Lincoln University campus, Jefferson City, Missouri.

1. A. Roll Call: Curators present were: Don Cook, Greg Gaffke, Winston Rutledge and Marvin Teer. Curator Dana Cutler participated via teleconference. Curators Herbert Hardwick and Frank Logan were absent. Rose Ann Ortmeyer recorded the minutes.

2. Approval of the Open Session Agenda (Action - Enclosure 1):

Curator Gaffke Moved for approval of the Revised Open Session Agenda as presented. Curator Cook seconded the motion. Motion carried.

3. Approval of the November 9, 2017 Open Session Minutes and the December 6, 2017 and the January 5, 2018 Open Session Conference Call Minutes (Action - Enclosure 2):

Curator Rutledge moved for approval of the November 9, 2017 Open Session Minutes and the December 6, 2017, and the January 5, 2018 Open Session Conference Call Minutes. Curator Cook seconded the motion. Motion carried.

4. Report from the Board President - Curator Marvin O. Teer, Jr.:

4. A. Report from the Nominating Committee (Action - Enclosure 3):

Curator Greg Gaffke, Co-Chair, gave the report from the Nominating Committee. The Nominating Committee is recommending the following slate of officers for the Board of Curators for calendar year 2018:

President:	Marvin O. Teer, Jr.
Vice President:	Frank J. Logan, Sr.
Secretary:	Greg S. Gaffke
Treasurer:	Dana Tippin Cutler

Curator Rutledge moved for approval of the slate of officers. Curator Cook seconded the motion. Motion carried.

4. B. Report from the Presidential Search Committee:

Curator Winston Rutledge, Co-Chair, reported that the finalists for President would be interviewed on campus April 21 and April 22.

5. Reports from the Office of the President and Athletics - Michael A. Middleton, Interim President (Enclosure 3):

Interim President Michael A. Middleton gave a brief report on activities which have occurred since the last meeting of the Board of Curators. Athletic Director John Moseley gave a brief report on activities since the last Board meeting. These reports were for the Board's information only and required no action.

5. A. Progress Report from the Faculty Senate - Stephanie Clark, Chair (Enclosure 3):

Stephanie Clark gave a brief report from the Faculty Senate. The report was for the Board's information only and required no action.

5. B. Progress Report from the Staff Council - Mr. Cole Abbott, Chair:

Cole Abbott gave a brief report from the Staff Council. The report was for the Board's information only and required no action.

6. Action Items:

Academic/Student Affairs Committee

6. A. Amended Policy - Rules and Regulations - Section 3.26.4 - Non-Reappointment (Enclosure 4):

Dr. Debra Greene, Interim Provost and Vice President for Academic Affairs, reviewed the following amendment to the Lincoln University Rules and Regulations, Section 3.26.4 - Non-Reappointment: "Notification of non-reappointment shall be given by March 1 for persons in their first year of probationary service, by December 15 for persons in their second year, and for persons in their third through sixth years of probationary service, notification of non-reappointment shall be given by August 1 of the terminal year." Curator Rutledge moved for approval of the amendment as presented. Curator Gaffke seconded the motion. Motion carried.

6. B. Proposed New Policy for the Rules and Regulations - Section 1.61 - Communicating University Policy Changes (Enclosure 5):

Dr. Greene reviewed the following new policy to the Lincoln University Rules and Regulations - Section 1.61 - Communicating University Policy Changes. "Policy changes affecting employees and students will be sent to the appropriate shared governance body for information and comment before being sent through the appropriate chain of command." Curator Rutledge moved for approval of the new policy as recommended. Curator Gaffke seconded the motion. Motion carried.

Budget and Finance Committee

6. C. Funding to Support the Heart of Missouri Scholarship:

Ms. Sandy Koetting, Chief Financial Officer, reviewed the request to fund the Heart of Missouri Scholarship from the fund balance in the amount of \$500,000 over the next four years. Each subsequent year the University will reinvest a portion of the revenue from the new students back into the scholarship program to allow for continuity of the scholarship. Curator Gaffke moved for approval of the funding to support the Heart of Missouri Scholarships from the fund balance in the amount of \$500,000. Curator Rutledge seconded the motion. Motion carried.

Buildings and Grounds Committee

6. D. Amendment #1 to the LINC Memorandum of Understanding (Enclosure 6 & Handout):

Mr. John Moseley, Director of Athletics, reviewed the attached Amendment #1 to the LINC Memorandum of Understanding between Lincoln University and Parks and Recreation. The Board of Curators requested that a section be added in case of a tie vote. Curator Gaffke moved for approval. Curator Cook seconded the motion. Motion carried.

7. INFORMATION ITEMS:

Enclosures 7-12 were for the Board's Information only.

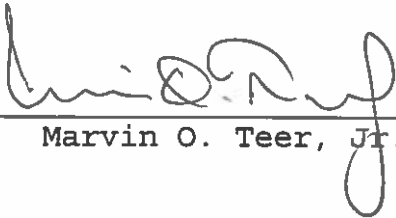
8. Other Business:

There was no Other Business for discussion in Open Session.

9. Motion for Adjournment:

Curator Rutledge moved for adjournment of the Open Session.  
Curator Cook seconded the motion. Motion carried.

The Open Session of the Lincoln University Board of Curators  
adjourned at 3:10 p.m.



Marvin O. Teer, Jr. President



Greg S. Gaffke, Secretary



## LINCOLN UNIVERSITY ATHLETICS

### ACTION ITEM

TO: Members, Lincoln University Board of Curators

THROUGH: Michael A. Middleton, J.D.  
Interim President

A blue ink signature of Michael A. Middleton, J.D., written over a horizontal line.

FROM: John Moseley  
Director of Athletics

A blue ink signature of John Moseley, written over the text.

DATE: January 19, 2018

RE: **AMENDMENT #1 TO THE LINC MOU**

With the opening of The Linc nearly one year ago, various sections of the Agreement (MOU) need revisions, as Lincoln University and Parks and Recreation have jointly operated the facility, to more clearly define partnership terms.

Please find attached Amendment #1 and the original signed MOU. Please note items requesting to be changed are noted in **bold** in the Amendment document.

Changes in the document include naming and sponsorship rights, sponsorship pricing for major interior spaces in the facility, sharing of costs for the fitness equipment, limiting outside rentals to programs that promote Recreation and Wellness initiatives, defining timelines more clearly for the contributions into the Capital Replacement Fund, and appointing positions to the Facility Advisory Committee.

This amendment was reviewed and prepared by the following: Todd Spalding, Aaron Grefrath, and Tina Werner from Parks and Recreation; and Sheila Gassner, Melissa Bates, John Moseley, and Annie Willis from Lincoln University. Other LU and Parks individuals assisted with reviewing the naming section of the amendment.

Since The Linc falls under the umbrella of the Athletics Department, this office is requesting approval of the attached Amendment #1 document. The City of Jefferson Parks and Recreation Commission will also be reviewing and voting on this amendment at their February 13, 2018, Commission meeting.

Please advise if additional information is needed.

Thank you!

Attachments

AMENDMENT #1

CURATORS OF LINCOLN UNIVERSITY OF MISSOURI

AND

CITY OF JEFFERSON PARKS AND RECREATION COMMISSION

This Amendment, dated \_\_\_\_\_, is between the CURATORS OF LINCOLN UNIVERSITY OF MISSOURI ("Lincoln University") and the CITY OF JEFFERSON PARKS AND RECREATION COMMISSION ("Parks Commission").

WITNESSETH:

Whereas, Lincoln University and Parks Commission entered into a Development and Partnership Agreement September 2015 for the University Wellness and Parks Multi-Purpose Recreation Center, now known as "The Linc";

Whereas, the parties now desire to further amend the aforesaid Agreement,

Now, Therefore, in consideration of the promises here contained and for other good and valuable consideration, the parties hereto agree as follows:

**Operation and Post-Construction Terms – changes noted in bold**

1. Paragraph 16 – Monthly Financial Reports. The parties shall develop agreed upon monthly financial reports for the income and expenses of the operation of the facility and will be provided to both parties for review **by the fifteenth (15<sup>th</sup>) of each month.**

2. Paragraph 17 – Name and Naming Rights.

17.1.3 Income from naming of the Facility. The parties shall continue to work on a joint fundraising plan and process however unless agreed to otherwise, any amounts received for any naming rights of the facility shall be split. **The amount of split to each side shall be decided at the time of the donation and shall be agreed upon by all parties.** If fundraising is successful, each party shall be authorized to have one name on the facility and the official name of the facility shall include up to two names.

**17.2 Sponsorship rights of interior rooms, spaces, and equipment within the Facility.**

***NOTE: The lower level (basement)/LU athletic area interior space and equipment shall not be included in the joint policy.***

**17.2.1 All parties agree that revenue from sponsorships will be deposited in each respective party's Foundation. Lincoln University funds shall be used by the Lincoln University Department of Athletics at the discretion of the Director of Athletics and The University President. Parks and Recreation funds shall be used for improvements at The Linc. Any amounts received for sponsorship rights to interior portions of the facility (including items of equipment), regardless of the initiator of the donation, shall be divided fifty-fifty between the parties. All funds received for all types of naming/sponsorship shall be distributed to the parties within 60 days of the agreement with the donor. If payments are recurring, payments shall begin within 60 days of agreement with the donor.**

**17.2.2. All prospective signage shall be presented in detail as to its nature, image, and location to both parties prior to any agreement with a sponsor. All wording and images on the signage, as well as location, shall be approved by both parties prior to installation.**

**17.2.3. All sponsorship agreements with sponsors shall be approved and accepted by both parties, and shall include:**

- 1. Length of time for the sponsorship rights duration;**
- 2. Any benefits conferred to the sponsor in addition to the sponsorship rights;**
- 3. Conditions under which the sponsorship rights may be revoked;**
- 4. Notice that sponsorship does not confer unlimited or exclusive use of any area or piece of equipment;**
- 5. Explanation of the sponsor's publicity rights connected to The Linc and any named area or equipment;**
- 6. Exact procedures for paying installments, including penalties listed for failure to pay.**

**17.2.4 Pricing for interior areas and pieces of equipment are as follows, and have been agreed to by both parties:**

**President's suite- \$50,000**

**Scoreboards - \$10,000 for 5 years**

**Classroom – (3 lower and 2 upper) - \$25,000 each**

**Fitness Center - \$100,000**

**Overhead Track - \$50,000**



**4 Basketball Courts – \$25,000 per court**

**Gymnasium - \$100,000**

**Concession/Commons area on the main level - \$50,000**

**17.3 Sponsorship of mutually exclusive programs:**

**Whichever party secures the sponsor/donor for the sponsorship rights of mutually exclusive programs shall retain 100% of the benefits of such proposals. Each party must notify the other that they are accepting proposals to be sure that conflicts, if any, are eliminated.**

**3. Paragraph 18 – Joint Powers of Lincoln University and Parks Commission.**

**18.1 To coordinate planning, development and scheduling of the Facility.**

**4. Paragraph 19 – Parks Commission Powers.**

**19.2 To operate, schedule, market, and manage Facility, . . . , and management of the building, excluding the basement, and advise Lincoln University regarding the same;**

**19.5 Collect all fees for programs, drop-ins, and rental uses of the facility, excluding the basement, pertaining to the general public, . . . , regarding the same.**

**19.10 To share cost expenses of furnishings and equipment and replacement/maintenance thereof for the Fitness Center on the upper floor with Lincoln University as per other expenses - Lincoln University share of 40% and Parks Commission share of 60%.**

**5. Paragraph 20 – Lincoln University Powers.**

**20.1 To operate, schedule, market, and manage Facility, and enter into reasonable lease or rental agreements and other contracts required for operation, scheduling, and management of the building, including the basement, and advise the Parks Commission regarding the same.**

**20.3.1 To share cost expenses of furnishings and equipment and replacement/maintenance thereof for the Fitness Center on the upper level floor with Parks and Recreation.**

**6. Paragraph 21 – Exclusive Use.**

**21.1.7 The parties agree to limit activities and outside rentals to programs that promote Recreation and Wellness initiatives. Events unrelated to Wellness initiatives, such as vendor fairs, concerts, trade shows, weddings,**

**etc. shall be discouraged due to blocking gym access; and must be approved by the Facility Advisory Committee.**

7. Paragraph 25 – Improvements and Additions.

25.2 – delete in its entirety

25.3 – delete in its entirety

25.4. The parties shall discuss **all renovations or improvements to the facility, excluding the basement**, which are to come from the Capital Replacement Fund.

8. Paragraph 26 – Staffing.

26.2 After the first year of operation, **and each year thereafter**, a portion of their personnel expenses based on time spent on facility supervision and business responsibilities will be pro-rated in the facility, **as mutually agreed upon by both parties.**

26.2.1 The Parks Commission will invoice Lincoln University for reimbursement **monthly.**

26.5 After the first year of operation, **and each year thereafter**, a portion of their personnel expenses based on time spent on facility supervision and business responsibilities will be pro-rated in the facility, **as mutually agreed upon by both parties.**

26.6 Manager on Duty – delete in its entirety

9. Paragraph 27 – Law Enforcement.

27.2 Lincoln University will invoice the Parks Commission **monthly** for this cost.

10. Paragraph 29 – Capital Replacement Fund. Each year Lincoln University shall contribute into the Capital Replacement Fund an amount equal to four (4%) of the total gross revenue received from both parties for the facility from the previous year **(January 1 – December 31) by the beginning of its following fiscal year.** Each year the Parks Commission shall contribute into the Capital Replacement Fund an amount equal to six (6%) of the total gross revenue received from both parties for the facility from the previous year **(January 1 – December 31) by the beginning of its following fiscal year.** For purposes....

11. Paragraph 37 – Weight room/cardio area. – delete in its entirety.

12. Paragraph 42 – Facility Advisory Committee.

Lincoln University shall appoint **the Athletics Director, the Wellness Director, and the Executive Director of Facilities and Planning** to the Facility Advisory

Committee. The Parks Commission shall appoint the **Director of Parks, Recreation and Forestry, the Assistant Director, and the Sr. Management Analyst** to the Advisory Committee.

Revise the last sentence to read: **The Facility Advisory Committee shall jointly arrange the meeting and coordinate scheduling.**

**Additional Terms**

13. Paragraph 46 – Just Compensation definition.

46.3 The “Replacement Value” after applying the formula set out in 46.1 and 46.2 shall be considered just compensation.

IN WITNESS WHEREOF, the duly authorized offices of the parties have executed this Amendment #1, as of the date indicated in the first paragraph of this Amendment.

Parks and Recreation Commission

Lincoln University

\_\_\_\_\_  
President

\_\_\_\_\_  
President, Board of Curators

ATTEST:

ATTEST:

\_\_\_\_\_  
Executive Secretary

\_\_\_\_\_  
Secretary, Board of Curators

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor