



LINCOLN UNIVERSITY

820 Chestnut Street
Jefferson City, MO 65101

Office of the President

Phone: (573) 681-5042
Fax: (573) 681-6074

BOARD ACTIONS

TO: Faculty, Staff and Students

FROM: Dr. John B. Moseley, President 

DATE: November 14, 2022

SUBJECT: Action Items - Board of Curators

During its meeting held on Thursday, November 10, 2022, the Lincoln University Board of Curators approved the following:

1. Revisions to Sections 8.35.5.1 and 8.35.5.2, Lincoln University *Rules and Regulations* – Undergraduate and Graduate Educational Assistance Tuition Waivers. (For additional information contact Human Resources)
2. Revisions to Section 8.55, Lincoln University *Rules and Regulations* – Immigration and Employment. (For additional information contact Human Resources)
3. To renew Employee Health Insurance with CIGNA for 2023. The 15.7% premium increase will be covered by the University. (For additional information contact Human Resources)
4. A contract with Vee-Jay Cement Contracting for Campus Structural Repairs – (Reed Stadium - \$155,677.60 and Jason Gym - \$121,458.50) totaling \$277,136.10. (For additional information contact Mr. Jeff Barlow, Vice President for Administration and Finance.)
5. Naming the meeting room in the multipurpose building at George Washington Carver Farm in honor of Mr. Felix P. Wulff.
6. The candidates for the various degrees to be awarded at the completion of the 2022 fall semester, pending successful completion of all requirements and finalization of all other obligations to the University. (For additional information contact Dr. Michael Self, Provost and Vice President for Academic Affairs)

-over-

*Founded 1866: 62nd & 65th Colored Infantries
An equal opportunity institution*

7. A Cooperative Procurement Contract with GreenBush's Purchasing Cooperative, Mammoth Sports Construction (Kansas Turf) for the renovation of the Lincoln University Softball field up to \$1.1 million. Funds will come from Donations of \$510,000; student athletic fees of \$350,000; and LINC revenues of \$240,000. (For additional information contact Dr. Kevin Wilson, Vice President for Advancement, Athletics, and Campus Recreation)

8. A Real Estate License Agreement with Jefferson City Parks and Recreation Department for a Disc Golf Course on land adjacent to McClung Park. (For additional information contact Dr. Kevin Wilson, Vice President for Advancement, Athletics, and Campus Recreation)

The next meeting of the Lincoln University Board of Curators will
be held on Thursday, February 9, 2023



LINCOLN UNIVERSITY


820 Chestnut Street
Jefferson City, MO 65101

Office of the President

Phone: (573) 681-5042
Fax: (573) 681-6074

MEMORANDUM

TO: Lincoln University Board of Curators

FROM: John B. Moseley, Ed.D., President 

DATE: October 31, 2022

SUBJECT: Recommended revisions to the Rules and Regulations – Sections 8.35.5.1, Undergraduate Educational Assistance Tuition Waiver, and 8.35.5.2, Graduate Educational Assistance Tuition Waiver

Attached for your review are recommended revisions to the Lincoln University Rules and Regulations:

- A. 8.35.5.1 – Undergraduate Educational Assistance Tuition Waiver;
- B. 8.35.5.2 – Graduate Educational Assistance Tuition Waiver

I recommend your approval of the recommended revisions.

Attachment

8.35.5.1 Undergraduate Educational Assistance Tuition Waiver

An educational assistance tuition waiver for undergraduate enrollment is granted to full-time (1.0 FTE) benefit eligible employees immediately upon an employee's first day of employment, and the employee's timely completion of an Employee Tuition Waiver and Reimbursement Form. ~~Benefit eligible employees are full-time staff members with one or more years of service.~~ In-state tuition for full-time employees ~~with one or more years of service~~ shall be waived for the first six (6) hours each semester for undergraduate enrollment. Fifty percent (50%) of in-state tuition for dependent children and/or spouse of an eligible employee shall be waived for the first twelve (12) hours each semester for undergraduate enrollment. A FAFSA for the enrolled student must be completed to determine eligibility except individuals who hold prior baccalaureate degrees. Any financial aid awards (PELL and FSEOG) will be applied prior to calculating tuition waivers.

The Employee Tuition Waiver and Reimbursement Form must be submitted and approved for the respective semester no later than the last day 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 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 applied courses such as music where one-on-one instruction occurs. Only persons who have satisfied all University admission requirements are eligible to benefit from the provisions of the policy.

Any person who receives a tuition waiver as provided herein and does not maintain a cumulative grade point average of 2.00 or above shall be denied 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 fee waiver benefit under this policy who is not a candidate for a degree shall be limited to a time period of thirty-six (36) months for receiving such benefits.

An eligible employee shall be granted up to three (3) academic hours of release time to attend undergraduate classes at the University during the normal work week. In addition, ~~an~~ eligible employees may utilize the lunch hour for attending academic classes with the approval of their immediate area supervisors.

If an employee received an educational assistance tuition waiver for undergraduate enrollment and his/her employment at the University is terminated for any voluntary or involuntary reason prior to the completion of the semester in which the tuition waiver was granted, the employee agrees to repay the amount of the tuition waiver under the terms of the Employee Tuition Waiver and Reimbursement Form.

8.35.5.2 Graduate Educational Assistance Tuition Waiver

An educational assistance tuition waiver is granted for graduate enrollment to full time (1.0 FTE) benefit eligible employees immediately upon an employee's first day of employment, and the employee's timely completion of an Employee Tuition Waiver and Reimbursement Form. ~~Benefit eligible employees are full-time staff members with one or more years of service.~~ Fifty percent (50%) of in-state tuition for full-time employees ~~with one or more years of service~~ shall be waived for the first six (6) hours each semester (fall and spring only) for graduate enrollment. This benefit is available for employees only. Per IRS tax purposes, ~~(IRC127),~~ employee benefits for graduate tuition waiver that exceed the limit set by the IRS \$5,250 in a calendar year may be taxed and will appear on the employee W-2.

The Employee Tuition Waiver and Reimbursement Form must be submitted and approved for the respective semester no later than the last day for making financial arrangements with Student Accounts. This benefit cannot be combined with any other tuition adjustment program ~~(i.e. Graduate Tuition Reduction for Lincoln University graduates).~~

This policy applies to fees for tuition only as stated above. This policy does not apply to any other fees. Only persons who have satisfied all uUniversity admission requirements are eligible to benefit from the provisions of the policy. Any person who receives a tuition waiver as provided herein and does not maintain a cumulative grade point average of 3 .00 or above shall be denied further benefits under this policy until a cumulative grade point average of 3 .00 or above has been achieved. Benefits shall be denied until a 3.00 or above grade point average is achieved the subsequent semester.

An eligible employee shall be granted up to three (3) academic hours of release time during the normal work week to attend graduate classes at the University. In addition, ~~an~~ eligible employees may utilize the lunch hour for attending academic classes with the approval of their immediate area supervisors.

~~(Approved – Lincoln University Board of Curators – February 11, 2016)~~

**LINCOLN UNIVERSITY'S TUITION
REIMBURSEMENT OBLIGATION AGREEMENT**

1. As consideration for Lincoln University's waiver of tuition as outlined in the **Undergraduate or Graduate** Education Assistance Tuition Waiver Form, Employee agrees to complete a service obligation to Lincoln University through the end of the semester in which the tuition waiver is granted.
2. If Employee terminates employment with Lincoln University for any reason, prior to the completion of the service obligation set out in paragraph 1 above, Employee agrees to reimburse Lincoln University for its total costs for the sum of all tuition reimbursements that the Employee received under the **Undergraduate or Graduate** Education Assistance Tuition Waiver Form for the semester in which such separation occurred within thirty (30) days of separating from Lincoln University. Employee agrees that Lincoln University may deduct the cost of the total tuition expenses to be reimbursed from Employee from Employee's wages due to Employee from Lincoln University or any vacation leave balance to be paid at the time of Employee's separation. If Lincoln University's total cost of tuition exceeds Employee's wages due or vacation leave balance to be paid at the time of Employee's separation, then Employee shall reimburse Lincoln University such difference within thirty (30) days of separating from Lincoln University.
3. Should Employee fail to reimburse Lincoln University for its tuition expenses within thirty (30) days of his/her separation, Employee agrees to pay interest in the amount of Eighteen Percent (18%) per annum or one and one-half percent (1½%) per month until the total tuition expenses are paid in full.
4. Should legal action by Lincoln University to collect the total tuition expenses due to it be required, Employee shall indemnify and reimburse Lincoln University for all expenses incurred in the enforcement of this Agreement, including, without limitation, attorney's fees. Such expenses also shall be reimbursed to Lincoln University in the event Employee agrees to settle Lincoln University's claims out-of-court during a pending lawsuit.
5. This Agreement is accepted by Lincoln University and Employee in the State of Missouri and shall be interpreted, construed and governed according to the laws of the State of Missouri and is enforceable in the courts of Missouri. The parties further agree and hereby consent and submit to the venue and jurisdiction of the Circuit Court of Cole County, Missouri for the sole purpose of enforcing Lincoln University's remedies under this Agreement.
6. This Exhibit and the **Undergraduate or Graduate** Education Assistance Tuition Waiver Form constitute the entire agreement of Employee and Lincoln University with respect to the matter contained herein. No amendment or variation to this Agreement shall be valid unless in writing and signed by all parties.

7. The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by any party of any of the provisions hereof shall in no way be construed to be a waiver of such provision or to affect either the validity of this Agreement, or any part hereof, or the right of each party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
8. This Agreement is binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.
9. This Agreement shall in no way alter Employee's at-will employment status for Lincoln University if Employee does not otherwise have a contract with Lincoln University for a specified time period.

The undersigned Employee acknowledges that Employee has read and understands his/her obligations herein by his/her signature below.

Employee Signature

Employee Printed Name

Date: _____

UNDERGRADUATE EDUCATION ASSISTANCE TUITION WAIVER FORM

Date _____ Semester/Year (ex: Fall 2022) _____

Employee Name _____ Employee ID # _____

Department/Job Title _____

Applicant is a <input type="checkbox"/> Spouse	Applicant is a(n) <input type="checkbox"/> Dual Credit/High School
<input type="checkbox"/> Dependent Child	<input type="checkbox"/> Undergraduate
Applicant's Name: _____ Student ID #: _____	

APPLICANT MUST COMPLETE FAFSA APPLICATION AND SUBMIT TO FINANCIAL AID.

Name of Course/Section	Hour/Day of Class	Credit Hours
Total Credit Hours		

DEPARTMENT:
For employees only: Eligible employees shall be granted up to three (3) academic hours of release time during the normal work week to attend class. In addition, an eligible employee may utilize the lunch hour for attending academic classes with the approval of their immediate supervisor. Eligible employees should indicate arrangements to make up time in excess of three (3) hours used during the work week. (Be specific, if additional hours will be worked, indicate day(s) and hour(s)).

Employee further agrees to the terms of the Tuition Reimbursement Agreement attached as Exhibit A.

Employee's Signature _____ Date _____

Department Head Signature _____ Date _____ Vice President Signature _____ Date _____

REGISTRAR: Student has met GPA requirements.

Registrar Signature _____ Date _____

Approved
 Disapproved

FINANCIAL AID: Dependent Independent

Financial Aid (FAFSA has been completed, if applicable) Authorized Signature _____ Date _____

Approved
 Disapproved

HUMAN RESOURCES: Employee meets eligibility criteria.

LUMNEA Member Human Resource Office Authorized Signature _____ Date _____

Approved
 Disapproved

FINAL APPROVAL:

President Signature _____ Date _____

Approved
 Disapproved

cc: Financial Aid; Student Accounts; Accounting

GRADUATE EDUCATION ASSISTANCE TUITION WAIVER FORM

Date

Semester/Year {ex: Fall 2022}

Employee Name

Employee ID#

Job Title

Department

Name of Course/Section	Hour/Day of Class	Credit Hours
Total Credit Hours:		0.00

DEPARTMENT: Please note: Eligible employees shall be granted up to three (3) academic hours of release time during the normal work week to attend class. In addition, an eligible employee may utilize the lunch hour for attending academic classes with the approval of their immediate supervisor. Eligible employees should indicate arrangements to make up time in excess of three (3) hours used during the work week. (Be specific, if additional hours will be worked, indicate day(s) and hour(s)).

Employee further agrees to the terms of the Tuition Reimbursement Agreement attached as Exhibit A.

Employee Signature

Date

Department Head Signature

Date

Vice President Signature

Date

GRADUATE STUDIES: Employee has been admitted to the Graduate Program and has met required 3.0 GPA status.

Approved

Disapproved

Graduate Office Authorized Signature

Date

HUMAN RESOURCES: Employee meets eligibility criteria.

Approved

Disapproved

Human Resource Office Authorized Signature

Date

FINAL APPROVAL:

Approved

Disapproved

President Signature

Date

cc: Student Accounts; Accounting



LINCOLN UNIVERSITY

820 Chestnut Street
Jefferson City, MO 65101

Office of the President

Phone: (573) 681-5042
Fax: (573) 681-6074

MEMORANDUM

TO: Lincoln University Board of Curators

FROM: John B. Moseley, Ed.D., President *jbm*

DATE: October 31, 2022

SUBJECT: Recommended revision to the Rules and Regulations – Section 8.55 – Immigration and Employment

Attached for your review is a recommendation to revise the Lincoln University Rules and Regulations – Section 8.55 – Immigration and Employment.

I recommend your approval of the recommended revision.

Thank you.

Attachment

8.55 Immigration and Employment

Lincoln University will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and subsequent related laws pertaining to employment eligibility verification to ensure it hires only U.S. Citizens and foreign nationals authorized to work in the United States. The University participates in the E-Verify Program. All new employees require approval by Department of Homeland Security ("DHS") to determine eligibility to work in the United States. Therefore, as an employer, Lincoln University must ask for and examine documents that prove that an individual has the right to work in the United States. As part of this process of verifying the identity and employment 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 provides for imprisonment and/or fines 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 in a separate file from the employee's personnel file.

Work authorization in a non-resident alien status is limited to a specific length of time. Because Lincoln University must serve as the official sponsor of each non-resident 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.

The VPAA may recommend sponsorship of tenure-track faculty for professional visas and green cards to the University President for approval. All immigration sponsorship is considered on a case-by-case basis and all approved applications and petitions sponsored by the University will be processed through the University's designated immigration counsel. The filing of an immigrant or nonimmigrant petition is not a guarantee of continued employment, nor a guarantee of any fixed terms or conditions of employment, nor a guarantee that a petition will be granted.