

Lincoln University Board of Curators

November 10, 2022

OPEN SESSION - Part I

1. Call To Order:

The Lincoln University Board of Curators Open Session was officially called to order by Board President Victor B. Pasley at 8:40 a.m., on Thursday, November 10, 2022, at George Washington Carver Farm, 3804 Bald Hill Road, Jefferson City, Missouri.

1. A. Roll Call: Curators present were: Vernon V. Bracy, Stacia R. Bradley Brown, Everidge Cade, Richard G. Callahan, Victor B. Pasley, Terry Rackers, and Tina R. Shannon. Curator Richard R. Popp was absent. Rose Ann Ortmeyer recorded the minutes.

2. Motion for Closed Session:

Curator President Pasley 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) "Hiring, firing, disciplining or promoting of particular employees;" (6) "Scholastic probation, expulsion, or graduation of identifiable individuals;" (11) "Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;" (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 Shannon so moved. Curator Bracy seconded the motion.
Motion carried as follows:

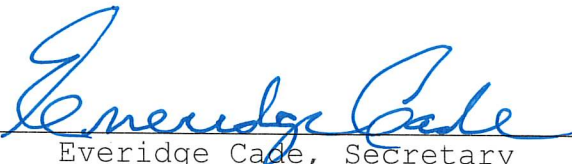
| | | | |
|-----------------|-----|-----------------------|-----|
| Curator Bracy | Yes | Curator Bradley Brown | Yes |
| Curator Cade | Yes | Curator Callahan | Yes |
| Curator Pasley | Yes | Curator Rackers | Yes |
| Curator Shannon | Yes | | |

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Part I of the Open Session of the Lincoln University Board of Curators recessed at 8:41 a.m.



Victor B. Pasley, President



Everidge Cade, Secretary

Lincoln University Board of Curators

November 10, 2022

OPEN SESSION - Part II

1. Call to Order:

The Lincoln University Board of Curators Open Session was officially called to order by Board President Victor B. Pasley at 10:45 a.m., on Thursday, November 10, 2022, at George Washington Carver Farm, 3804 Bald Hill Road, Jefferson City, Missouri.

1. A. Roll Call: Curators present were: Vernon V. Bracy, Stacia R. Bradley Brown, Everidge Cade, Richard G. Callahan, Victor B. Pasley, Richard R. Popp, Terry Rackers, and Tina R. Shannon. Rose Ann Ortmeyer recorded the minutes.

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

Curator Shannon moved for approval of the Revised Open Session Agenda as distributed. Curator Popp seconded the motion. Motion carried.

3. Approval of the September 8, 2022, and September 28, 2022, Open Session Minutes (Enclosure 2):

Curator Callahan moved for approval of the September 8, 2022, and September 28, 2022, Open Session Minutes. Curator Shannon seconded the motion. Motion carried.

4. Report from the President of the Lincoln University Board of Curators - Victor B. Pasley:

Curator President Victor Pasley reported that the Nominating Committee consisting of Curators Rackers (chair), Brown, Cade and Popp will recommend a slate of officers to the Board one month prior to the meeting in which the officers are to be elected. The officers of the Board shall be elected at the first meeting of the calendar year. Curator Pasley also gave a brief report on the Board Retreat held in June.

5. Report from the Office of the President - Dr. John B. Moseley:

President John B. Moseley gave a brief report on recent activities. He stated that the administration is frustrated with the current salary survey. There will also be an academic and administrative program review. He reported that the renovations being made to the softball field will be funded by donations, student athletic fees, and revenue from the LINC. The report was for the Board's information only and required no action.

5. A. Progress Report from the Faculty Senate - Dr. Matthew McGraw, Chair: Dr. Matthew McGraw, Chair of the Faculty Senate, gave a brief report from the Faculty Senate. The report from the Faculty Senate was for the Board's information only and required no action.

5. B. Progress Report from the Staff Council - Dr. Darius Watson, Chair: Dr. Darius Watson, Chair of the Staff Council, gave a brief report from the Staff Council. The report was for the Board's information only and required no action.

6. Action Items:

6. A. Revisions to Sections 8.35.5.1 and 8.35.5.2, Lincoln University Rules and Regulations - Undergraduate and Graduate Educational Assistance Tuition Waivers (Enclosure 5):

President Moseley and Attorney Cathy Martin reviewed the revisions to Sections 8.35.5.1 and 8.35.5.2, Lincoln University *Rules and Regulations - Undergraduate and Graduate Educational Assistance Tuition Waivers*. Curator Popp moved for approval of the attached recommendation. Curator Bracy seconded the motion. Motion carried.

6. B. Revision to Section 8.55, Lincoln University Rules and Regulations - Immigration and Employment (Enclosure 6):

President Moseley and Attorney Cathy Martin reviewed the revision to Section 8.55, Lincoln University *Rules and Regulations - Immigration and Employment*. Curator Callahan moved for approval of the attached recommendation. Curator Shannon seconded the motion. Motion carried.

Academic/Student Affairs Committee - Curator Stacia Bradley Brown
There were no action items from the Academic/Student Affairs Committee.

Budget and Finance Committee - Curator Richard Popp

6. C. Employee Health Insurance Premium for 2023 (Enclosure 7):

Curator Popp reviewed the recommendation to maintain employee health insurance coverage with CIGNA in 2023. The 15.7% premium increase will be covered by the University. Curator Popp so moved. Curator Callahan seconded the motion. Motion carried.

Buildings and Grounds Committee - Curator Everidge Cade

6. D. Campus Structural Repairs (Enclosure 8):

Curator Cade moved that the Board award 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. Curator Shannon seconded the motion. Motion carried.

6. E. Naming of University Facility (Enclosure 21):

Curator Cade moved that the meeting room in the multipurpose building at George Washington Carver Farm be names in honor of Mr. Felix P. Wulff. Curator Shannon seconded the motion. Motion carried.

7. Informational Items:

Progress Report from the Staff Council - Dr. Darius Watson, Chair:
Dr. Darius Watson, Chair of the Staff Council, gave a brief report from the Staff Council. The report was for the Board's information only and required no action.

7. A-F. Informational Reports (Enclosures 9-14)

7. A. Progress Report from the Area of Academic Affairs:

Dr. Michael Self, Provost and Vice President for Academic Affairs, gave a brief update from the area of Academic Affairs.

7. B. Progress Report from the Area of Student Affairs and Enrollment Management:

Dr. Zakiya Brown, Vice President for Student Affairs & Enrollment Management, gave a brief report from this area.

7. C. Progress Report from the Area of Administration and Finance:

Mr. Jeffrey Barlow, Vice President for Administration and Finance, gave a brief report from the area of Administration and Finance.

7. D. Progress Report from the Area of Facilities and Planning/Design and Construction:

Mr. Jeff Turner, Director of Facilities and Planning, gave a brief report from this area.

7. E. Progress Report from the Area of Advancement, Athletics and Campus Recreation:

Dr. Kevin Wilson, Vice President for Advancement, Athletics, and Campus Recreation, gave a brief report on this area.

7. F. Progress Report from the Area of Campus Culture and Chief of Police:

Mr. Gary Hill, Chief of Police/Vice President of Campus Culture, gave a brief report on this area.

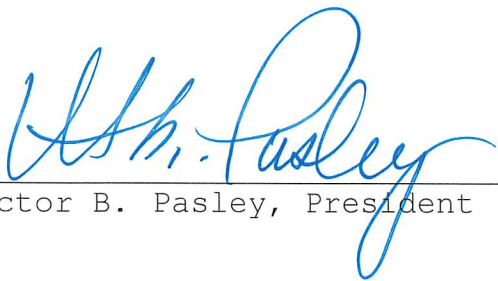
The reports from the Areas were for the Board's information only and required no action.

8. Other Business:

There was no Other Business for discussion in the Open Session

9. Motion for Adjournment:

Curator Shannon moved for adjournment of the Open Session of the Lincoln University Board of Curators. Curator Bracy seconded the motion. Motion carried. Part II of the Open Session of the Lincoln University Board of Curators adjourned at 12:20 p.m.



Victor B. Pasley, President



Everidge Cade, Secretary

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 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 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 <input type="checkbox"/> Dependent Child | |
| Applicant is a(n) <input type="checkbox"/> Dual Credit/High School <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

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.

Graduate Office Authorized Signature _____
Date *Approved*
 Disapproved

HUMAN RESOURCES: Employee meets eligibility criteria.

Human Resource Office Authorized Signature _____
Date *Approved*
 Disapproved

FINAL APPROVAL:

President Signature _____
Date *Approved*
 Disapproved

cc: Student Accounts; Accounting

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.