

Lincoln University Board of Curators
APRIL 20, 2017
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 8:35 a.m., on Thursday, April 20, 2017, in the Board Room, 201 Young Hall on the Lincoln University campus, Jefferson City, Missouri.

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

2. Other Business:

The Board officers for 2017 were sworn in by Cole County Presiding Judge Patricia S. Joyce.

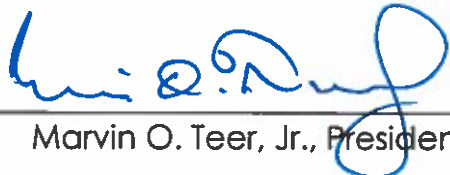
President	Marvin O. Teer Jr.
Vice President	Frank J. Logan Sr.
Secretary	Greg S. Gaffke
Treasurer	Dana Tippin Cutler

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 Logan seconded the motion. Motion carried as follows:

Curator Cook	Yes	Curator Cutler	Yes
Curator Gaffke	Yes	Curator Logan	Yes
Curator Rutledge	Yes		



Marvin O. Teer, Jr., President



Greg S. Gaffke, Secretary

Lincoln University Board of Curators

April 20, 2017

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 2:08 p.m., on Thursday, April 20, 2017, in the Board Room, 201 Young Hall on the Lincoln University campus, Jefferson City, Missouri.

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

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

Curator Logan Moved for approval of the Open Session Agenda as distributed. Curator Rutledge seconded the motion. Motion carried.

3. Approval of the February 9, 2017 Open Session Minutes and the March 29, 2017 and April 7, 2017 Open Session Conference Call Minutes (Action - Enclosure 2):

Curator Rutledge moved for approval of the February 20, 2017 Open Session Minutes and the March 29, 2017 and April 7, 2017 Open Session Conference Call Minutes. Curator Cutler seconded the motion. Motion carried.

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

On behalf of the Board of Curators, Curator President Teer thanked Dr. Kevin Rome for his service as the 19th President of Lincoln University and wished him well in his new position as President of Fisk University.

Curator Teer appointed Curators Frank Logan and Winston Rutledge to serve as co-chairs of the Presidential Search Committee.

Curator Teer reported that the promotion, tenure and sabbatical leave requests would be on hold for the present time due to budget cuts and collective bargaining negotiations.

5. Reports from the Office of the President - Dr. Kevin D. Rome, President (Enclosure 3):

President Kevin D. Rome thanked the Board of Curators for their support during his tenure as President.

5. A. Progress Report from the Faculty Senate - Dr. Bryan Salmons, Chair: Dr. Salmons gave a brief report from the Faculty Senate.

5. B. Progress Report from the Staff Council - Mr. Cole Abbott, Chair: There was no report from the Staff Council.

6. Action Items:

Academic/Student Affairs Committee

6. A. Proposed Changes to the Policy on Collective Bargaining:

Attorney Annie Willis, in-house counsel, reviewed the attached changes to the Policy on Collective Bargaining. Curator Rutledge moved for approval of the revisions to the Policy on Collective Bargaining. Curator Cutler seconded the motion. Motion carried.

6. B. Proposed Changes to the list of Honorary Degrees Offered by Lincoln University - Rules & Regulations 1.62:

Dr. Debra Greene, Interim Provost and Vice President for Academic Affairs, reviewed the recommendation to change the list of Honorary Degrees offered by Lincoln University - Rules and Regulations 1.61 - Doctor of Humane Letters; Doctor of Laws; Doctor of Science; Doctor of Fine Arts; Doctor of Divinity; and Doctor of Letters. Curator Cutler moved for approval of the recommendation. Curator Cook seconded the motion. Motion carried.

6. C. Proposed Changes to the Minimum Enrollment for Courses and Summer School Pay - Rules & Regulations 3.31.2 and 3.32.2:

Dr. Greene reviewed the attached recommendation to change the Minimum Enrollment for Courses and Summer School Pay - Rules and Regulations, sections 3.31.2 and 3.32.2. Curator Gaffke so moved. Curator Logan seconded the motion. Motion carried.

6. D. Proposed Change to Adjunct and Retired Faculty Compensation - Rules and Regulations 8.12.2:

Dr. Greene reviewed the attached recommendation to change the Adjunct and Retired Faculty Compensation - Rules and Regulations, section 8.12.2. Curator Cutler moved for approval of the recommendation as presented. Curator Rutledge seconded the motion. Motion carried.

6. E. Learning Management System RFP - CANVAS:

Dr. Greene reviewed the recommendation to renew the contract for the Instructure product, CANVAS for the campus. The contract term will be July 1, 2017 through June 30, 2020, with the option to renew the contract for three (3) additional one-year periods or any portion thereof. The value of the first contract period of July 1, 2017 to June 30 2020 will be \$171,409.

Buildings and Grounds Committee

6. F. Consultant Contract for Dickinson Research Facility Reconstruction:

Ms. Sheila Gassner, Executive Director of Facilities and Planning, reviewed the consultant contract for Dickinson Research Facility re-construction with PGAV Architects, Kansas City. The fee proposed and recommended is \$298,000 for Basic Services (architectural and engineering), \$12,575 for Site Survey and Geo Technical (not to exceed), and \$12,000 for reimbursable expenses (not to exceed) for a total cost of \$322,575.00. This contract will be funded by the insurance settlement funds. Curator Rutledge moved for approval of the contract. Curator Gaffke seconded the motion. Motion carried. Curator Logan voted "no" on the motion.

7. INFORMATION ITEMS:

Enclosures 10-15 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 2:50 p.m.



Marvin O. Teer, Jr. President



Greg S. Gaffke, Secretary



1 8 6 6
LINCOLN
University

820 Chestnut Street
Jefferson City, MO 65102-0029

MEMORANDUM

TO: Members, Lincoln University Board of Curators

FROM: Annie Willis, Interim In-House Counsel and
Terry L. Potter, Partner, Husch Blackwell

DATE: April 10, 2017

RE: Proposed Changes to the Policy on Collective
Bargaining

Attached for your review and consideration are proposed changes to the Policy on Collective Bargaining approved by the Lincoln University Board of Curators on November 10, 2016. (The proposed changes are written in red.)

Thank you for considering this recommendation.

POLICY ON COLLECTIVE BARGAINING

1. **PURPOSE.** The purpose of this rule is to preserve and prescribe how the right to collective bargaining included in the Missouri Constitution shall be implemented at Lincoln University. It shall be interpreted and be applied in such a manner as to protect and regulate the orderly administration of all rights granted by the Constitution to all employees of Lincoln University and to provide for good-faith bargaining and earnest effort to reach a fair and equitable agreement by the University, its Curators, Administration and all others acting on its behalf.
2. **THE UNIVERSITY'S BARGAINING TEAM.** The team negotiating on behalf of the University shall be appointed by the President of the University in such number as he/she sees fit but shall not include any Curator, Student nor the President of the University.
3. **SCOPE OF THE BARGAINING UNIT.**
 - a. The Bargaining Representative shall be chosen by election of a majority of the members included in the Unit unless there is only one representative actively seeking the position and the Board of Curators elects to accept written designations of the choice of the members of the proposed unit (card check) and the evidence presented represents a fair, open and verifiable selection by a clear majority of the members of the proposed unit.
 - b. The Union must submit information regarding its legal existence, its affiliations and any other information reasonably requested by the University to enable the University to determine whether it will be recognized as a bargaining unit representative.
 - c. The definition of the criteria determining the membership of the Bargaining Unit shall be clearly defined in language proposed by the Bargaining Representatives seeking recognition and approved by the President of the University prior to the election and included on the ballot or prior to any written designation. If the definition language cannot be mutually agreed upon, the Board of Curators shall make the final decision.
 - ~~d.~~ No occupant of a Supervisor, Manager, ~~Command Staff, Administrator~~ or Confidential Employee position ~~with authority or actual job duties over or regarding any member of the Bargaining Unit~~ may be a member of a Bargaining Unit ~~including such subordinate employee.~~
 - ~~d.e.~~ Only one card check or election shall be held to recognize a bargaining representative regarding any proposed bargaining unit or members thereof in the same year as such recognition. A decertification may take place at any time.
4. **BARGAINING, CONTENT AND CONSTRUCTION.**
 - a. All terms and conditions of employment, pending an initial contract agreed to by both parties, shall be subject to management rights, without bargaining or other restriction. Once a contract is entered into by the parties only a specific contract restriction can modify or interfere with management rights.
 - b. The university shall not be required to bargain over matters of managerial rights, which shall include such areas of discretion or policy as the functions of the University, standards of services, its overall budget, the organizational structure and selection of new employees, and examination techniques.

- a-c. Each January 15 or prior thereto, that no collective bargaining agreement is in force for any recognized campus bargaining unit, the President of the University shall propose a date, time and location, on or after February 1 at which time the respective representatives will meet.
- b-d. At least one week before such first meeting the representatives of the bargaining unit(s) shall present to the University's team through the President's office, a written proposal for consideration and bargaining.
- e-e. The parties shall meet thereafter and exchange proposals and bargain in good faith in a fair and earnest attempt to produce and finalize an agreed upon collective bargaining agreement.
- d-f. The bargaining shall conclude by the end of April of that same year, absent mutual agreement of the Parties to extend such bargaining-
- e-g. Any proposal presented by a party shall identify in the written proposal document, and in the final agreement, any existing provision of the Rules and Regulations or Employee Handbook which is inconsistent with the proposed contract term and shall specifically state that the agreement provision shall prevail over the Rule or Regulation or Employee Handbook as to members of the Bargaining Unit. Failure to do so shall result in the Rule or Regulation and Employee Handbook prevailing over the agreement provision.
- h. Any final agreement shall contain a provision stating, and any final agreement shall be construed to provide that any collective bargaining agreement provisions regarding pay, termination or administration of the University shall not be binding on the University if changed appropriations, financial conditions, weather, terrorism, strike, *force majeure* or emergency conditions arise and materially adversely change the financial and administrative condition of the University.
- f.i. Nothing in this Policy prevents an employee from presenting a grievance to the University and having the grievance heard and settled without the intervention of any labor organization. However, once an employee elects a process for review of any grievance the employee shall have waived any other internal review process. External processes are not waived unless the parties agree to do so through the collective bargaining process. Internal processes are those developed by the University. External processes are those developed by outside parties, such as the EEOC.

5. IMPASSE.

- a. If either party believes an impasse has been reached on any issue or issues it may so inform the other party and propose such means and methods as it believes will aid in resolving the impasse. The other party will accept or reject such proposal within five working days and if rejected propose an alternative method or means to resolve the impasse, including mediation.
- b. If the initiating party rejects such counter-proposal, the university's negotiating team shall report the issue(s) resulting in the impasse and any other information as they see fit to the Board of Curators in writing and shall re-engage on such terms as are prescribed by the Board, if any, or declare the negotiations at an end. If further negotiations result in impasse, then the Board of Curators may implement all, part or none of the last and final offer of its bargaining committee.
- c. ~~Either party may demand mediation but federal mediation shall not be used.~~

6. PROPOSED WRITTEN AGREEMENT. If an agreement is reached it shall be reduced to writing and each representative team shall affix by signature thereon its endorsement of the written proposed agreement and the endorsed original written proposed agreement shall be delivered to the representative of the bargaining unit and a copy thereof shall be delivered to the President of the University.

7. SUBMISSION OF PROPOSED CONTRACT

- a. The proposed contract negotiated and recommended by the representatives of the Board of Curators and the Bargaining Unit shall be presented to the Bargaining Unit for consideration.
- b. An affirmative vote by a majority of the members of the Bargaining Unit shall constitute approval of the proposed contract by the Bargaining Unit. The Unit shall notify the President of the University of the outcome of the vote.
- c. If the Bargaining Unit approves the proposed contract, the proposed contract shall be submitted to the Board of Curators by the President of the University with such comments as he/she sees fit.
- d. An affirmative vote of a majority of the members of the Board of Curators shall constitute approval by the University.
- e. If the proposed contract is approved by both the Bargaining Unit and the University, it shall be signed by the Representative of the Bargaining Unit and then by the President of the Board of Curators and shall upon the affixing of the last signature become effective unless another date is stated in the contract.
- f. If the Proposed Contract is not approved by both parties, then the impasse provisions set forth in paragraph 5 shall be invoked.

8. DECERTIFICATION

- a. A majority of any recognized bargaining unit may petition the Board of Curators in writing to decertify their bargaining representative at any time. The Board will determine if the petition represents a fair, open and verifiable statement of decertification by a majority of such employees and, if so found, will issue a statement decertifying such bargaining representative. Such decertification will void any duty to bargain and any contract then in effect.

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 - b. The Union must submit information regarding its legal existence, its affiliations and any other information reasonably requested by the University to enable the University to determine whether it will be recognized as a bargaining unit representative.
 - c. The definition of the criteria determining the membership of the Bargaining Unit shall be clearly defined in language proposed by the Bargaining Representatives seeking recognition and approved by the President of the University prior to the election and included on the ballot. If the definition language cannot be mutually agreed upon, the Board of Curators shall make the final decision.
 - d. No occupant of a Supervisor, Manager, Command Staff, Administrator or Confidential Employee position with authority or actual job duties over or regarding any member of the Bargaining Unit may be a member of a Bargaining Unit including such subordinate employee.
4. **BARGAINING, CONTENT AND CONSTRUCTION.**
 - a. Each January 15 or prior thereto, that no collective bargaining agreement is in force for any recognized campus bargaining unit, the President of the University shall propose a date, time and location, on or after February 1 at which time the respective representatives will meet.
 - b. At least one week before such first meeting the representatives of the bargaining unit(s) shall present to the University's team through the President's office, a written proposal for consideration and bargaining.
 - c. The parties shall meet thereafter and exchange proposals and bargain in good faith in a fair and earnest attempt to produce and finalize an agreed upon collective bargaining agreement.
 - d. The bargaining shall conclude by the end of April of that same year.

- e. Any proposal presented by a party shall identify in the written proposal document, and in the final agreement, any existing provision of the Rules and Regulations which is inconsistent with the proposed contract term and shall specifically state that the agreement provision shall prevail over the Rule or Regulation as to members of the Bargaining Unit. Failure to do so shall result in the Rule or Regulation prevailing over the agreement provision.
 - f. Any final agreement shall contain a provision stating, and any final agreement shall be construed to provide that any collective bargaining agreement provisions regarding pay, termination or administration of the University shall not be binding on the University if changed appropriations, financial conditions, weather, terrorism, strike, *force majeure* or emergency conditions arise and materially adversely change the financial and administrative condition of the University.
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 - b. If the initiating party rejects such counter-proposal, the university's negotiating team shall report the issue(s) resulting in the impasse and any other information as they see fit to the Board of Curators in writing and shall re-engage on such terms as are prescribed by the Board, if any, or declare the negotiations at an end.
 - c. Either party may demand mediation but federal mediation shall not be used.
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 - d. An affirmative vote of a majority of the members of the Board of Curators shall constitute approval by the University.
 - e. If the proposed contract is approved by both the Bargaining Unit and the University, it shall be signed by the Representative of the Bargaining Unit and then by the President of the Board of Curators and shall upon the affixing of the last signature become effective unless another date is stated in the contract.



OFFICE OF ACADEMIC AFFAIRS AND PROVOST

206 Young Hall • 820 Chestnut Street
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ACTION ITEM

To: Lincoln University Board of Curators
Through: Dr. Kevin Rome, President 
From: Dr. Debra Foster Greene, Interim Provost/VPAA 
Date: March 28, 2017
Re: Honorary Degrees Offered by Lincoln University

I recommend that the list of 12 approved honorary degrees be limited to 6 nationally recognized honorary degrees because several of the degrees on the previous list are academic degrees (business and math) which cannot be offered as honorary and several are duplications (Arts and Humane Letters and Liberal Arts).

Upon further research, including the infamous Wikipedia, I find that American universities typically award the following as honorary degrees –

Doctor of Humane Letters – acknowledging academic distinction; usually to those who have distinguished themselves in areas other than science, government, literature or religion

Doctor of Laws – awarded to professionals in the field of law or government

Doctor of Science – recognizing revolutionary scientific research and discovery

Doctor of Fine Arts – conferred primarily to musicians, actors, architects, and artists

Doctor of Divinity – bestowed upon exceptional religious figures



Doctor of Letters – bestowed in recognition of achievement in the humanities, original contributions to creative arts and other merits; the individuals record of published work and research demonstrates ability, originality, distinguished and sustained achievement



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LINCOLN
University

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To: Lincoln University Board of Curators
Through: Dr. Kevin Rome, President 
From: Dr. Said Sewell, Provost/VPAA 
Date: February 2016
Re: Honorary Degree Policy Amendments

The current policy states:

1.62 Honorary Degrees

The president of the university awards honorary degrees upon approval by the Board of Curators.

The Board of Curators is authorized by the state of Missouri to award the honorary degrees of Doctor of Laws (LLD), Doctor of Humane Letters (LHD) and Doctor of Letters (LLD). Individuals eligible for nomination and consideration for these degrees are persons who 1) have achieved records of distinction at the local, state, national or international level in education, public service, literature, business or other professions; and 2) have made a significant financial contribution to Lincoln University, *or* have made some other extraordinary, widely-recognized and noteworthy contribution to the enhancement of Lincoln University.

The names of candidates for an appropriate honorary degree must be submitted to the president of the university for consideration by September 1st for the December commencement and February 1st for the May commencement. The president makes the final selection and submits the name(s) of the candidate(s) to the Board of Curators for approval. The Board will act on the recommendation in closed session of the Board meeting.

Anyone submitting a name for consideration should provide to the president a letter of recommendation, a résumé including biographical information, and three letters supporting the nomination of the candidate.

During the nomination and approval process, the names of the nominees must be held in the strictest of confidence until the Board has approved the award(s) and the intended recipient(s) indicate(s) willingness to accept the honor and attend the commencement ceremonies.

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

The committee recommends:

Overview

The honorary doctorate is among the highest recognition that Lincoln University bestows. By awarding honorary doctorates to women and men of notable achievement in their respective field and/or public service, the University seeks to acknowledge and laude their accomplishments. All individuals, both external and internal stakeholders at the university, should recognize in the honorary degree recipients qualities that ought to be emulated.

Since persons from any segment of the University community can initiate nominations for an honorary doctorate, the achievements of individuals that prompt nominations will reflect the broad spectrum of values expressed in contemporary culture. The University is committed to selecting those nominees most appropriate for recognition as exemplary models.

Degree

Hon. D.A.	Honorary Doctor of Arts
Hon. D.A.H.	Honorary Doctor of Arts and Humane Letters
Hon. D.B.	Honorary Doctor of Business
Hon. D.D.	Honorary Doctor of Divinity
Hon. D.F.A.	Honorary Doctor of Fine Arts
Hon. D.H.L.	Honorary Doctor of Humane Letters
Hon. D.L.A.	Honorary Doctor of Liberal Arts
Hon. LL.D.	Honorary Doctor of Laws
Hon. Litt.D.	Honorary Doctor of Letters
Hon. D.Sc.	Honorary Doctor of Science
Hon. D.Math	Honorary Doctor of Mathematics
Hon. D.Univ.	Honorary Doctor of the University
Hon. D.Litt.	Honorary Doctor of Letters

Criteria

For all honorary degree nominees, scholarly, creative, professional, service, or occupational achievements should be placed within the framework of making a substantial impact and the public good. Nominees for the honorary degree should have demonstrated in their life and their work high standards of excellence as evidenced by the following criteria of scholarship, creative activity, or public service.

Other Limitations

- The honorary degree may not be awarded in absentia.
- No more than seven (7) honorary degrees will be awarded at a commencement exercise.

The Honorary Degree Committee

The Honorary Degree Committee is a standing University committee chaired by the University Provost or his/her designee. The committee shall meet a minimum of four times: in September and November and in March and April.

Procedures

All nominations are referred to the Honorary Degree Committee, whose recommendation is transmitted by its chairperson to the University President. After review and approval by the President, the nominee's name and supporting documents are submitted to the Board of Curators for Lincoln University for formal action.

1. Nominations for Honorary Degrees are to be submitted in confidence to the Committee by any member of the University community: faculty, staff, administrators, students, alumni, or friends of the University.
2. Deliberations of this committee are strictly confidential.
3. Nomination materials need not be extensive but should indicate the extraordinary nature of the candidate's life and contributions and should document the support of appropriate campus constituencies. The selection process involves two stages: screenings review and full review. The committee will screen nominees and forward recommendations to the President based on a majority affirmative vote of the members present.

Approved by the Lincoln University Board of Curators
February 11, 2016



OFFICE OF ACADEMIC AFFAIRS AND PROVOST

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ACTION ITEM

To: Lincoln University Board of Curators
Through: Dr. Kevin Rome, President 
From: Dr. Debra Foster  Greene, Interim Provost/VPAA
Date: March 28, 2017
Re: Minimum enrollment for courses and Summer School Pay

Propose changing the minimum enrollment for upper division courses to 15 students. The cost of the course to students is the same as the lower division courses and the salary for any faculty earning less than \$75,000 can be covered at 15 students.

3.31.2 Instruction for Classes with Below Minimum Enrollments

As a general rule, the following minimum levels of enrollment are required in order for classes to be held:

Graduate Level 5 students

Upper Division (Undergraduate Level) ~~10~~ **(15)** students

Lower Division (Undergraduate Level) 15 students

Propose setting a flat rate of pay for summer teaching at \$4,000 (42% of current tuition) with fringe benefits, the faculty pay comes to 56% of tuition, for summer courses of 15 students or more. Faculty cannot have two sections of the same course. This rate will lower the summer pay of some faculty and raise the pay of others but will add the incentive of increasing summer courses sections to get the maximum pay. The rate of pay will be prorated at the same percentages to the level of 5 students in a course. At that level faculty are receiving less than the adjunct rate for teaching a course.

3.32.2 Summer Workload Policy and Pay

The maximum load for summer shall be nine credits with no more than six credits in a four-week session. No overloads will be allowed during the summer session. **Faculty will**

be paid a flat pay rate of \$4,000.00 for courses with 15 students or more in one section of the same course.

3.32.3 Summer Instruction for Classes with Below Minimum or Small Enrollments

As a general rule, the following minimum levels of enrollment are required in order for summer classes to be held:

Graduate Level 5 students

Upper Division (Undergraduate Level) ~~10~~ (15) students

Lower Division (Undergraduate Level) 15 students

In cases where class enrollment minimums are not met, the college dean is authorized to ~~negotiate and~~ adjust compensation in accordance with the following stipulations:

1. When regularly advertised classes that do not reach minimum enrollment levels are offered, the faculty member may be compensated at a ~~tuition-only rate. The tuition-only rate shall be defined as the total number of credit hours generated in the class on the deadline date for adding classes multiplied by the appropriate graduate or undergraduate in-state tuition rate~~ a prorated basis of 42% of tuition generated in courses with less than minimum enrollment of 15 students to the level of 5 students. At 4 or fewer students, uncompensated conference courses should be considered (see rules on conference courses).
2. ~~The amount of pay for tuition-only cannot exceed the normal rate of summer pay.~~
3. However, under-enrolled courses which are either new or exploratory in nature, required in the major for candidates for degrees, or presented by the same instructor in conjunction with other, heavily-enrolled courses may be conducted at full compensation, as an exception to the general rule, at the discretion of the college dean.
4. ~~Faculty who elect to provide instruction in special situations for which compensation is not provided will be credited in performance ratings with having made special contributions to the university's programs and the welfare of the student(s).~~
5. ~~All adjustments in compensation will require administrative approval.~~

Propose removing the formula for calculating compensation for retired faculty and paying them at the adjunct rate which is the same rate that administrative faculty (the president, provost, deans) are paid when they teach a course.

3.34 Compensation for Retired Faculty

All Lincoln University retired faculty, including professors emeriti, who are hired on less than a full-time basis, will be paid ~~per credit hour. Based on teaching experience and service to Lincoln University, the retired faculty rate will be calculated by multiplying 50% by 85% of the Missouri State Comparator average per rank and dividing by 24 credit hours. (See Chapter VIII, section 8.12.3, for an example calculation.)~~ at the adjunct rate based on highest degree held. (See Chapter VIII 8.12.3)



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ACTION ITEM

To: Lincoln University Board of Curators
Through: Dr. Kevin Rome, President 
From: Dr. Debra Foster , Interim Provost/VPAA
Date: March 28, 2017
Re: Adjunct and Retired Faculty Compensation

The adjunct rate of pay change was approved during the 2016 academic year but the Lincoln University Rules and Regulations were not updated. The following policy changes are found Chapter VIII – University Employment.

8.12.2 Adjunct Faculty Compensation

~~Adjunct faculty salary per credit hour will be calculated by taking 40% of 85% of the current full-time faculty pay scale minimum for academic rank (C), and dividing the result by 24, as illustrated in the following calculation: $0.40 (\$30,577) = \$12,231 = \$509$ per credit hour $24 \div 24$. The current year's adjunct pay scale is available from the Office of Academic Affairs~~ **a flat rate of pay as follows: instructors holding the doctorate or other terminal degree will be paid at \$2,400.00 per course; instructors holding the master's degree will be paid at \$2,100.00 per course.**

I am recommending that the rate of pay for instruction by retired faculty be at the adjunct rate. This will have limited impact on retired faculty as few retired faculty return to teach (less than 5).

8.12.3 Compensation for Retired Faculty

All Lincoln University retired faculty, including professors emeriti, ~~who are hired on less than a full-time basis will be paid per credit hour. Based on teaching experience and service to Lincoln University, the retired faculty rate will be calculated by taking 50% of 85% of the Missouri State Comparator average per rank, and dividing the result by 24 (credit hours). To calculate a retired faculty salary rate for an instructor (using \$30,577 as the instructor salary for illustration purposes), the formula would be applied as follows: $.50 (\$30,577) = \$12,230 = \$637$ per credit hour $24 \div 24$ See Example Salary Ranges by Rank, section 8.12.1~~ **will be paid at the adjunct faculty compensation rate. (See section 8.12.2)**




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To: Board of Curators

Thru: Dr. Kevin Rome, President 

From: ^{DFG} Dr. Debra F. Greene, Interim Provost/VPAA

RE: Learning Management System RFP

Date: April 6, 2017

The committee for RFP BL7-1123 Learning Management System has reviewed the proposals and recommends the renewal of the Instructure product, CANVAS for the campus. It was found to have the most robust and flexible set of features.

The contract term will be July 1, 2017 through June 30, 2020, with the option to renew the contract for three (3) additional one-year periods or any portion thereof. The value of the first contract period of July 1, 2017 to June 30, 2020 would be \$171,409.00.

Attached, please find a memo from Ms. Debra Kidwell, University Purchasing Officer and a summary of the committee's ratings regarding this RFP.



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Date: February 22, 2017

To: Ms. Sandy Koetting

From: Ms. Debra Kidwell Debra Kidwell

Digitally signed by Debra Kidwell
DN: cn=Debra Kidwell, o=Lincoln
University, ou=Purchasing,
email=kidwell@lincolnu.edu, c=US
Date: 2017.03.07 15:18:27 -0600

CC: Dr. Rachel Sale

Re: Committee findings, B17-1123 Learning Management System

Proposals resulting from RFP B17-1123 Learning Management System have been received and reviewed, and the committee is forwarding the following findings for consideration. Any contract award would be for a contract term of JULY 1, 2017 to JUNE 30, 2020, with the option to renew the contract for three (3) additional one-year periods or any portion thereof.

The RFP was issued on November 10, 2016 and one addendum was issued on November 17, 2016 in response to vendor questions. The RFP was advertised in the Jefferson City News Tribune, the Kansas City Star, the Springfield News Leader, the St. Louis American and the St. Louis Post Dispatch and was sent to the following firms:

WizIQ Inc.	Jenzabar	Schoology
Canvas	Edvance360	Endeavor Technologies
BlackBoard	EII	DLT
Desire2Learn	Cypher Learning	

Four proposals were received in response to this RFP: Blackboard, Brightspace, Instructure, and Schoology. An evaluation committee consisting of Dr. Rachel Sale, Dr. Glenn Brown, Ms. Jennifer Stefl and Mr. Bradley Kuykendall reviewed the proposals and provided an assessment score for the subjective criteria of this RFP. Upon completion of the subjective scoring, the financial value of the offers was assessed as well. These assessments are included in this packet.

To summarize the findings, the Instructure product has the most robust, flexible feature set. The Blackboard and Desire2Learn products seemed to be basic product offerings that would be limited in usefulness. The Schoology product was more interesting – their approach to this need was different in many ways to how the current marketplace is operating. Unfortunately, their product is also new enough that there are unknowns about how it will function over time, but it is a product with potential. The Schoology product is also priced at a very favorable cost compared to the other three offerings.

One specific issue that was also of concern to the committee was the migration of existing course materials, which was a requirement of the RFP due to the potential demand on LU personnel. It became clear that none of the proposers have a strong method for doing this migration. They all will provide a



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SELF-SERVICE migration tool that only migrates a portion of the existing information. This would require University faculty and staff to manage the migration and modify the courses after they are migrated. The amount of time required to perform this task is unclear, and there was very little detailed information provided in the proposals regarding how the process would work. Further, migration dates fall in the middle of the summer semester and self-service tools would not guarantee a seamless operation of business for summer school students, especially those new students in the summer jump start programs.

Based on the strong subjective scoring when combined with the pricing considerations, the committee determined that the offer from Instructure for the Canvas system is best aligned with the University's current needs. The value of the first contract period with Instructure for the period of July 1, 2017 to June 30, 2020 would be \$171,409.00.

The committee hopes that this information is valuable, looks forward to moving forward in the direction the University determines, and thanks the University for the opportunity to provide input via this process. As soon as approval is given, a contract will be prepared for this service.

Attachment: Evaluation committee finding

Rating Factor	Weight	Blackboard		D2L (Brightspace)		Instructure (Canvas)		Schology	
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
(1) The LMS should provide a robust environment for content authoring.	5	2	10	3	15	5	25	5	25
(2) The LMS should support Lincoln University's teaching and learning needs.	10	2	20	3	30	5	50	4	40
(3) The LMS should support social presence, interaction, and collaboration.	2	2	4	3	6	5	10	5	10
(4) The LMS should provide a wide variety of grading, assessment, and grade management tools.	2	3	6	2	4	5	10	3	6
(5) The LMS should possess an intuitive interface with a contemporary look and feel.	2	2	4	3	6	5	10	5	10
(6) Be mobile optimized, device compatible, and work on all major browsers.	3	3	9	2	6	5	15	4	12
(7) The LMS should be compliant with federal laws and regulations protecting people with disabilities.	3	3	9	3	9	4	12	2	6
(8) The LMS should allow for labor scalability and efficiency in administrative setup.	1	2	2	3	3	5	5	3	3
(9) The LMS should support learning and administrative analytics and outcomes.	2	3	6	2	4	4.5	9	3	6
(10) The LMS should be "future proof" and able to evolve.	2	3	6	5	10	4	8	5	10
(11) Support IMS Global standards.	2	2	4	2	4	4	8	2	4
(12) The LMS should be available as close to 24/7/365 in order to meet the needs of Lincoln University's increasing global distance audience.	2	2	4	2	4	5	10	5	10
(13) In addition, if applicable, please discuss how your system would address the following preferred elements:	2	0	0	5	10	4	8	5	10
(14) Migration of all current courses hosted in the Canvas LMS prior to 3 August 2017 (2017 Fall Semester) is a required part of this contract. Please identify fees for migrating courses, sandboxes, and group activities. Discuss your process for migrating the classes.	6	0	0	0	0	5	30	1	6
Contract history/financial standing	3	2	6	0	0	3	9	1	3
References (size, colleague, HBCU)	3	3	9	2	6	3	9	2	6
Subjective elements, total	50	17	85	20	60	40	200	21	84



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Rating Factor	Respondent Name			
	Blackboard	D2L (Brightspace)	Instructure (Canvas)	Schoology
	Cost	Cost	Cost	Cost
User count: %	3000	3117	2235	2944
Year 1 (July 1, 2017 to June 30, 2018)				
support (D2L)	\$40,416	\$44,261	\$54,759	\$29,146
Upgrade to 24x7x365	\$18,500	\$4,426		\$16,693
Year 2 (July 1, 2018 to June 30, 2019)	\$35,066	\$46,474	\$57,091	\$30,020
support (D2L)		\$8,365		
Upgrade to 24x7x365	\$18,500	\$4,426		\$16,955
Year 3 (July 1, 2019 to June 30, 2020)	\$35,768	\$48,798	\$59,559	\$30,921
support (D2L)		\$8,784		
Upgrade to 24x7x365	\$18,500	\$4,426		\$17,225
Year 4 (July 1, 2020 to June 30, 2021) *	\$36,483	\$51,238	\$62,134	\$31,849
support (D2L)		\$9,223		
Upgrade to 24x7x365	\$18,500	\$4,426		\$17,504
Year 5 (July 1, 2021 to June 30, 2022) *	\$37,213	\$53,800	\$64,869	\$32,804
support (D2L)		\$9,684		
Upgrade to 24x7x365	\$18,500	\$4,426		\$17,790
Year 6 (July 1, 2022 to June 30, 2023) *	\$37,957	\$56,490	\$67,713	\$33,789
support (D2L)		\$10,168		
Upgrade to 24x7x365	\$18,500	\$4,426		\$18,086
Implementation	50	\$40,000	no cost	\$5,500
Administrator Training	50	\$7,500	included	included
Course Migration (tool only, no service)	50	Incl above	not applicable	waived
Other:				

		\$333,902	\$429,310	\$366,125	\$298,281
TOTAL FINANCIAL FINAL POINTS	50	\$111.30	\$137.73	\$163.61	\$101.32
		44.7	34.7	40.7	50

Rating Factor	Weight	Blackboard	D2L (Brightspace)	Instructure (Canvas)	Schoology
		Weighted Score	Weighted Score	Weighted Score	Weighted Score
Subjective elements, totals	50	17.60	20.60	46.80	31.60
Cost totals	50	44.70	34.70	40.70	50.00
TOTAL SCORE	100	62.30	55.30	87.50	81.60



OFFICE FOR FACILITIES AND PLANNING

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ACTION ITEM

TO: Members, Lincoln University Board of Curators

THROUGH: Dr. Kevin D. Rome, President 

FROM: Dr. Jerome Offord, Jr., Dean of Administration and Student Affairs 
Ms. Sheila Gassner, Executive Director of Facilities and Planning

DATE: March 27, 2017

RE: CONSULTANT CONTRACT FOR DICKINSON RESEARCH FACILITY RE-CONSTRUCTION

This office is requesting approval of a consultant contract for the re-construction of Dickinson Research Center.

Please recall that Dickinson Research Center was severely damaged by fire on July 16, 2015. Two days prior to that date is when the University received bids for the building expansion at this facility. The design documents were prepared by PGAV Architects.

We are finally at the point where the University is ready to settle with the insurance company on the insurance claim. After consulting with Dr. Essel, he would like to pursue the razing of the existing structure and build a new facility with a combination of funds from the insurance settlement and the 1890 Facilities Grant (that would have paid for the new addition). The project construction budget will be approximately \$3.3 million.

The recommendation is to proceed with the same consultant of record who has worked closely with the research team in the original addition project and then the rebuild project (which those bids have been rejected).

The team of PGAV Architects, Kansas City, will have 25% MBE participation with ME Group, Kansas City, for the mechanical, electrical, plumbing and fire protection systems design and will have 10% WBE participation with Leigh & O'Kane, Kansas City, for structural design.

State guidelines recommend a fee of 10% for a project of this size. The fee proposed and recommended is \$298,000 for Basic Services (architectural and engineering), \$12,575 for Site Survey and Geo Technical (not to exceed), and \$12,000 for reimbursable expenses (not to exceed) for a total cost of \$322,575.00. This contract will be funded by the insurance settlement funds.

Below is a preliminary schedule:

Programming Phase - 60 days (May1-June 30)

Schematic Design through Construction Documents Phases – 180 days (July 1-December 31)

Bidding Phase – 60 days (January 1-February 28, 2018)

Construction Phase – 400 days

Please advise if additional information is needed.

Thank you.