# LINCOLN UNIVERSITY MISSOURI ALUMNI ASSOCIATION, INC.

1750 Jefferson St., Box 104762 ~ Jefferson City, MO 65109-9998

June 20, 2024

Lincoln University Missouri Board of Curators

Including Mr. Victor B. Pasley, Mr. Everidge Cade, Ms. Trina Shannon, Mr. Richard R. Popp,

Mr. Vernon V. Bracy, Ms. Stacia R. Bradley Brown, Mr. Richard G. Callahan, and

Mr. Terry Rackers 820 Chestnut Street

Jefferson City, Missouri 65101

RE: VICTOR PASLEY'S LETTER PURPORTEDLY SUSPENDING THE LUAA

#### Dear Curators:

On June 11, 2024, I received a letter dated June 10, 2024, from Victor Pasley, the President of the Lincoln University Board of Curators. In it, he made several inaccurate statements concerning the Lincoln University Alumni Association (LUAA). Apparently, the letter was forwarded to the news media in an effort to disparage and portray the LUAA in a negative light.

Before we address anything further, we are requesting the following in writing within three days after the date of this letter:

- 1. The date of the Board of Curators meeting during which the suspension of LUAA was discussed and decided. Please provide the minutes of that meeting.
- 2. Please also provide the dates and minutes of any meeting during which LUAA finances, leadership, and/or operations was discussed.
- 3. Please provide any and all written documentation wherein the Board of Curators informed LUAA of any concerns regarding finances, leadership, and/or operations.
- 4. Please provide any writing whereby the Board of Curators has the authority to suspend LUAA. Also provide any authority for the Board of Curators to suspend LUAA prior to and without notifying LUAA of any basis for the suspension.
- 5. Victor Pasley's letter of June 10, 2024, does not contain any specific information that formed the basis of the decision to suspend LUAA. Please provide the specific information and details that provided the basis for the LUAA suspension, including dates, and provide documentation of any attempts by the Board of Curators to rectify the matters.
- 6. Please provide any written communication whereby the Board of Curators attempted to work with LUAA to resolve anything, and whereby the Board of Curators notified LUAA of any concerns.
- 7. Please explain why the Board of Curators has not responded to the Memorandum of Understanding submitted by LUAA to the Board of Curators on April 3, 2023.
- Please advise LUAA as to whether Victor Pasley made the decision to suspend LUAA, and whether
  the Board of Curators made that decision, and who made the decision to require certain actions by
  LUAA in order to be reinstated. Please provide those minutes.
- Please advise LUAA of who decided to impose restrictions on the speech of LUAA officers and its representatives. When was that decided? Please provide the minutes.

Receipt of the above information will assist LUAA in trying to determine the basis of Victor Pasley's letter of June 10, 2024, suspending LUAA. The information should be readily available to the Board of Curators considering the drastic decision to suspend LUAA without prior notice. Time is of the essence, so we are requesting that the above information be submitted to LUAA through me within three (3) days of the date of this letter.

Now, to address Victor Pasley's letter of June 10, 2024, suspending the LUAA. The letter is attached and contains multiple examples of inaccurate and misleading information to disparage and unfairly cast LUAA in a bad light. Examples of such a statement includes, but is not limited to the following:

"As you are aware, the Lincoln University of Missouri Board of Curators and the Lincoln University (LU) leadership have ongoing concerns about the finances, management, and operations of the Lincoln University of Missouri National Alumni Association (LUAA)."

However, you should know that LUAA is not aware of these concerns. Neither the Board of Curators nor LU leadership has ever written to LUAA expressing any concerns about finances, management, or operations of LUAA. This is an example of a statement made and submitted to the media in an effort to publicly disparage LUAA and portray LUAA as problematic in order to justify the action suspending LUAA, when that is not the case. Another example of a false statement follows:

"During the last three years, we have made efforts to engage the LUAA constructively in the interest of 1) developing a more productive relationship that best serves LU's students and alumni, 2) ensuring the role and purpose of the LUAA aligned with the honorable mission of LU and our founders to the underserved African-American community, and 3) entering into a Memorandum of Understanding to memorialize the relationship between the LUAA and LU. Unfortunately, our efforts have been unsuccessful."

To be clear, <u>John B. Moseley, President</u> of LU forwarded to LUAA a Memorandum of Understanding that was essentially a contract or agreement that LUAA would be placed under the supervision of the LU President, who could exercise a high level of control over LUAA and unilaterally make decisions concerning LUAA, including dissolving LUAA. The MOU submitted to LUAA was not negotiated but was drafted unilaterally without any input from LUAA. The MOU that was presented to LUAA was an attempt to completely control LUAA and silence its members, just as the attempt is being made now by Victor Pasley to control and silence LUAA without any justification whatsoever, without any prior notice or notice of or any recourse. The MOU submitted to LUAA was extremely one-sided, and the Board of Curators did not offer any attempt for the two entities (Board of Curators and LUAA) to negotiate a satisfactory MOU. In fact, the Board of Curators offered no explanation as to why a MOU was even warranted or necessary.

Victor Pasley insisted that I sign the MOU, but I did not have the sole authority to approve such a contract or agreement on behalf of the LUAA without the approval of LUAA's Board of Directors. While the Board of Curators might allow its President, Victor Pasley, to unilaterally make decisions and take action, the LUAA operates in the normal organizational manner, with decisions made by the Board of Directors as opposed to authorizing the President to make decisions on his own.

The LUAA has been left in the dark concerning the reasons behind presentation of the one-sided MOU. However, LUAA has always stood ready to work with the Board of Curators to seek out any issues the Board of Curators seems to have with LUAA, although LUAA has not been advised of specific issues. Even so, in the spirit of trying to work with the Board of Curators, LUAA submitted in good faith a counter proposal for a MOU to the Lincoln University President, John B. Moseley, on April 3, 2023. The proposed MOU had been approved by the LUAA Board of Directors on March 25, 2023, during its annual Mid-Winter Board Meeting. To this date, the LUAA has not received any response from the Lincoln University President or Board of Curators. Just silence,

other than supporting other candidates to oppose the incumbent for the LUAA presidency in the recent election. That effort having failed, Victor Pasley is now utilizing a different method to control and silence the LUAA-suspension and restrictive conditions.

Again, the portion of Victor Pasley's letter stating, "developing a more productive relationship that best serves LU's students and alumni and 2) ensuring the role and purpose of the LUAA aligned with the honorable mission of LU and our founders to the underserved African-American community" ... the Board of Curators knows that over the last three years, the LUAA has given no less than \$150,000.00 to Lincoln University to support and uphold these ideals.

The LUAA Board of Directors believes Victor Pasley's letter of June 10, 2024, was not an attempt to improve and further the relationship between the Board of Curators and LUAA. It was a letter of reprisal, retaliation, intimidation, and fear and an attempt to libel the LUAA to force it to comply with Victor Pasley's demands. On information and belief, Victor Pasley also advised a local newspaper that he alone made the decision to suspend LUAA, and that it was not discussed or voted on by the entire Board of Curators. We are not aware of any authority for the Board of Curators, let alone its President solely, to suspend LUAA and impose demands upon it to be reinstated.

The LUAA Board of Directors further believes Victor Pasley's letter is intentionally written in such a way to make it appear that the LUAA is not sound. Three of the purported requirements set out in Victor Pasley's letter of June 10, 2024, are already being done, and the final requirement is an illegal attempt to violate the First Amendment rights of those affiliated with LUAA. That attempt could also violate libel and whistleblower laws.

The LUAA Certificate of Incorporation was legally granted on July 12, 1978, under the provisions of the Missouri Secretary of State. The State of Missouri recognizes that the LUAA is an independent sovereignty as a 501 3 (c) entity established under federal law, and its period of existence is perpetual. The LUAA complies with the United States Internal Revenue Code of 1954—and all amendments thereof. Again, we are not aware of any law that authorizes the Board of Curators to suspend LUAA. Mr. Pasley and the Board of Curators do not have authority over LUAA's financial operations and management. Again, to be clear, the LUAA is requesting a copy of the minutes wherein the Board of Curators discussed the LUAA and any legal affiliation with the Board of Curators, and where the Board of Curators took action to authorize Mr. Pasley to issue the letter dated June 10, 2024, declaring that the affiliation with the LUAA and Lincoln University is suspended effective immediately, and the LUAA must perform a series of acts within a specific timeframe in order to be reinstated.

Moreover, the LU-BOC should know the LUAA has an extensive history with LU. In 1972, the LUAA founding board members [Mr. Earl Wilson Jr., Mr. Marshal Evans, Ms. Laura Banks, Ms. Mary W. Harris, Dr. Gus Ridgel, Ms. Hazel Birth, Ms. Nolene Hunley, Ms. Ida B. Perine, Ms. Edna Montgomery, Ms. Maxine D. Fisher, Ms. Lenora S. Coursey, Maurice King, M.D., Mrs. Mayme Dunigan, Ms. Colleen Abrahams, and Dr. Roy Cheatham] brought together a body of LU alums for the specific purpose of binding its affiliation with LU and to lend its support to the sustainability of the university and its mission. Those who matriculate at LU will forever be affiliated and supportive of their beloved LU.

Correspondingly, the LUAA brought forward the necessary alliances and resources to rebuild the University's Memorial Hall which now sits at 818 Chestnut Street, Jefferson City, Missouri. An effort to suspend the LUAA affiliation with the university should be presented and considered with rational and sensitive thoughts toward those who gave and those who will continue to give their time and treasures to support the university. The LUAA body has given significantly to all interests of the university which includes the institution programs, student recruitment, athletics, band, and student services. The LUAA membership has demonstrated its support of the university mission by its contribution to the Lincoln University Foundation known as the 62<sup>nd</sup> and 65<sup>th</sup> Regiment Legacy Foundation, Inc., and their resources continue to support the students' needs at the university.

Consequently, the LUAA has an independent mailing address to one other than 818 Chestnut, Street Jefferson City, MO 65101, and having alums send their gifts to an alternate online site shall be noted. However, the balance due to the LUAA that has been submitted through the university platform is \$2,650.00 for the period April 27, 2023, to November 1, 2023, \$1,700.00 omitted from check #23599, dated 5/23/24, and \$100.00 received on 6/4/2024.

Again, Victor Pasley's June 10, 2024, letter is unwarranted and is NOT an attempt to foster cooperation and improve relationships. The letter includes elements of a bully and a tyrant. The letter requires the LUAA body and its representatives to abdicate their First and Fourteenth amendments rights and violates libel and possibly whistleblower laws.

Finally, in the spirit of continuing to support our beloved Lincoln University, the LUAA Board of Directors is requesting that it meet face to face with the Board of Curators at a specific date and time, October 3, 2024, from 4:00 p.m.-6:30 p.m. in Memorial Hall or Mitchell Auditorium, to reach a mutually agreeable resolution that is beneficial for our beloved alma mater. The LUAA firmly believes it has supported and continues to support the university as a valid constituency group. The LUAA further requests the Board of Curators advise its President to discontinue making statements and taking actions that may be characterized as slander or liable, retaliation, and impingement upon protected right of those affiliated with the LUAA.

In closing, the LUAA Board of Directors met on June 17, 2024, and authorized the President of the LUAA to submit this response and requests herein to the LU Board of Curators. The LUAA Board of Directors looks forward to your response and hope that we can work together to help move Lincoln University forward.

Herman Bonds, Ed.D. President LUAA

PC: LUAA Board of Directors,

Sincerek

LUAA Article I Section I Compostion—The Board of Directors (hereinafter called the Board) of the Lincoln University of Missouri Alumni Association, Inc. (hereinafter called the Association) shall consist of the four (4) nationally elected officers (a President, a Vice-President, a Secretary, and a Treasurer); and the President (or elected representative) from each active chapter. The Executive Committee for the Board shall consist of the four (4) nationally elected officers (President, Vice-President, Secretary, and Treasurer).

LUAA Area Contacts and LUAA Financial Members

Attachment: June 10, 2024, Letter from Victor Pasley

Cover Letter for LUAA Proposed Memorandum of Understanding Date April 3, 2023 Copy of Proposed Memorandum of Understanding Presented to President Moseley on

April 3, 2023



# LINCOLN UNIVERSITY

P.O. Box 29 Jefferson City, MO 65102-0029

Phone: (573) 681-5044

FAX:

(573) 681-6074

**Board of Curators** 

June 10, 2024

Victor B. Pasley, President Everidge Cade, Vice President Tina Shannon, Secretary

Richard R. Popp, Treasurer Vernon V. Bracy

Stacia R. Bradley Brown Richard G. Callahan Terry Ruckers

Student Representative Nia C. Walker

Dr. Sherman Bonds

President, Lincoln University of Missouri National Alumni Association

As you are aware, the Lincoln University of Missouri Board of Curators and the Lincoln University (LU) leadership have ongoing concerns about the finances, management, and operations of the Lincoln University of Missouri National Alumni Association (LUAA).

During the last three years, we have made efforts to engage the LUAA constructively in the interest of 1) developing a more productive relationship that best serves LU's students and alumni, 2) ensuring the role and purpose of the LUAA aligns with the honorable mission of LU and our founders to educate the underserved African-American community, and 3) entering into a Memorandum of Understanding to memorialize the relationship between the LUAA and LU. Unfortunately, our efforts have been unsuccessful.

Therefore, effective immediately, LUAA's affiliation with LU is suspended and LUAA must perform the following at the timelines set forth below in order to be reinstated as an affiliated constituent group of Lincoln University:

- 1) Contract with an independent CPA firm to perform an audit of the LUAA for its two most recent fiscal years, under generally accepted accounting principles (GAAP). The audit must be completed and provided to the University no later than September 1, 2024.
- 2) Reach full agreement with the University and its representatives on a Memorandum of Understanding by no later than December 1, 2024, which shall include, but not be limited to, the following:
  - a. The establishment of an independent mailing address for all LUAA business. external of the University by no later than July 1, 2024.
  - b. The use of an independent financial management system that will allow LUAA to receive payments and donations online, external of the University by no later than July 1, 2024.
  - c. Any actions taken by the LUAA, its members on behalf of LUAA, and LUAA's officers will be consistent with the federal tax-exempt status of a 501(c)3 charitable organization effective immediately.
  - d. Neither the LUAA, nor any of the members of LUAA's governing body or officers will publicly disparage the University or its representatives effective immediately. This is not to discourage frank discourse between the LUAA or members of LUAA's governing body or officers and appropriate representatives of the University.

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Dr. Sherman Bonds
President, Lincoln University of Missouri National Alumni Association
June 10, 2024

Noncompliance with any of these expectations by the aforementioned timeframes will result in LUAA's immediate failure to be reinstated as an affiliated constituent group of the University. Unless LUAA is an affiliated constituent group of the University, LUAA will not be allowed to use LU's name or any of its logos or emblems.

We want our alumni to know that our differences with the LUAA does NOT impact individual alumni chapters and we are more committed than ever to creating a framework which will ensure that every voice is heard, and every opinion is valued. Moving forward, LU will continue to explore ways of developing more meaningful relationships with our more than 19,000 proud alumni. Beginning immediately, the Board of Curators will work with LU's administration to develop a Lincoln University of Missouri Alumni Council. The Council will consist of representatives from across our individual alumni chapters, as well as those that may not currently be participating in an established chapter, ensuring that our dialogue with alumni is both broadened and strengthened.

In addition, any existing alumni chapter that wishes to work directly with the University will be extended an opportunity to enter into a Memorandum of Understanding, establishing a formal relationship with LU. The University's representatives will be working with geographical chapters, while also seeking to establish new relationships with affinity groups such as ROTC Alumni, Band Alumni, Athletic Alumni, School of Education Alumni, School of Business Alumni, etc.

While we appreciate your passion for LU and past service, we are setting this expectation for the LUAA in the best interests of the entire LU community and the future of this great institution of higher education.

Sincerely

Lincoln University Board of Curators



## NATIONAL ALUMNI ASSOCIATION

1750 Jefferson St., Box 104762 Jefferson City, MO 65109-9998 501 (c) 3 Tax Deductible

**BOARD OF DIRECTORS** 

**Executive Committee** 

Dr. Sherman Bonds `80 `81 President

Cynthia Harden-Bowie `83 Vice-President

> Kayla C. Allen `09 `17 Secretary

Charles E. Glasper, Sr. `72 `78 Treasurer

Chapter Presidents
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Atlanta Chapter

Lionel E. Harris `68 Chicago Chapter

Roscoe Rush `60 Cleveland Chapter

ElMaria Martinez '96 Dallas Chapter

William L. Gray `73
Denver Chapter

Kendra Perry Detroit Chapter

Dr. Sharon Brown '81 Houston Chapter

Darren Bost `89 Indianapolis Chapter

Dr. Eric Burgess '74 '75 Jefferson City Chapter

Robert Rashad `67 Kansas City Chapter

Eureka Pickett `88 Memphis Chapter

Dr. Earl E. Wheatfall, Sr. `68 `71 Milwaukee Chapter

> Linda Helm `59 New York Chapter

William (Bill) Hardy `60 Los Angeles Chapter

Dr. Herbert J. Kitchen `88 San Francisco Chapter

Leother Branch `88 Southeast MO Chapter

Dr. Zandra Rucker `67 South Florida Chapter

Gertie "Nell" Cheatham `65 St. Louis Chapter

Shelvy L. Convert `85 Washington, DC Chapter April 3, 2023

Dr. John B. Moseley, President Office of the President Lincoln University MO 820 Chestnut Street Jefferson City, Missouri 65101

Greetings, Dr. Moseley:

I pray that you and your family are well and in good spirits to receive this correspondence from the Lincoln University Alumni Association, Inc. As you know, we discussed entering into an "AGREEMENT" for a Memorandum of Understanding a few months ago. While it may have taken a lifetime to reach this end, the Association has arrived at an AGREEMENT that we hope will be acceptable to all who may be engaged in moving the University forward.

Although the process has been lengthy, it has been productive. This AGREEMENT was approved by the Board of Directors of the Lincoln University Alumni Association, Inc. at its annual Mid-Winter Board meeting, dated March 25, 2023. The Board of Directors acted upon the input from the Associations Membership at the Chapter Level. However, other members outside of the chapter presented their opinions as well. The consensus from the membership expressed a need for this AGREEMENT.

Therefore, please receive the enclosed "AGREEMENT" for a Memorandum of Understanding as a genuine effort to build a collaborative partnership with the University. We value our institution and its mission. We agree that the association resources provide an invaluable underpinning for the university programs, services, growth, development, and sustainability.

Finally, after you review this "AGREEMENT" for a Memorandum of Understanding, please let me know when you and I can visit each other through a Video Conference call to discuss the finalization of the "AGREEMENT" for a Memorandum of Understanding.

You have my best regards, and I look forward to hearing from you soon. If you require further details, please let me know. I can be reached by entail (Bahermano@aol.com) or phone (404-444-9530).

lerman Bonds, Ed. D. resident LUAA

erely,

# MEMORANDUM OF UNDERSTANDING between LINCOLN UNIVERSITY OF MISSOURI

## LINCOLN UNIVERSITY OF MISSOURI ALUMNI ASSOCIATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into as of this day of , 2023, by and between Lincoln University of Missouri (University) and Lincoln University of Missouri Alumni Association, Inc. (Alumni Association).

## BACKGROUND

The University and the Alumni Association have a common interest in fostering a solid and supportive community of alumni who are engaged with the University and who support the University's educational mission and objectives.

### PURPOSE

The purpose of this Agreement is to set out the terms and conditions of the relationship between the University and the Alumni Association and to establish a framework for collaboration in achieving their shared goals.

#### **TERMS**

- 1. Objectives: The University and the Alumni Association will work together to achieve the following objectives:
  - a. To maintain and strengthen the relationship between the University and its alumni,
  - b. To increase alumni engagement with the University,
  - c. To provide opportunities for alumni to support the University's educational mission and objectives,
  - d. To promote the University's reputation and brand awareness among the alumni community.
- 2. Roles and Responsibilities: The University and the Alumni Association agree to the following roles and responsibilities:
  - a. The University will provide the Alumni Association with information about the University's educational programs, events, and initiatives.
  - b. The University shall allow the Alumni Association to use the mailing address described herein: Lincoln University (MO) Alumni Association, Inc. Memorial Hall, 820 Chestnut Street, Jefferson City, MO 65101.
  - c. The University will provide the Alumni Association full access to the alumni database and perform monthly reconciliation with the Alumni Association National Treasurer (National Treasurer).

- d. The University will provide the Alumni Association full access to the secured alumni payment link for alumni, associates, and friends to pay national dues and make national alumni contributions online.
- e. The University will provide specifically designated office space in Memorial Hall for the use of the Alumni Association President and Executive Board Members or designated alumni, where the Alumni Association shall maintain confidential files and other holdings of the Association.
- f. The University shall employ a full-time Director of Alumni Relations and at least a part-time financial secretary to receive all mailings, which may include payment of dues and other gifts to the Association. There they shall update the alumni database, deposit incoming funds in alumni-designated banks or credit unions, and transmit deposit slips and transmittal forms to the National Treasurer. Additionally, the financial secretary will perform monthly reconciliation with the National Treasurer.
- g. The University will provide the Alumni Association full access to Memorial Hall for meetings, office space, mass mailing, storage, homecoming events, social functions, and other related functions as determined by the Alumni Association.
- h. The University will provide the Alumni Association full access to the University's constant contact portal to send alumni letters, forms, vote ballots, convention registration information, announcements, applications, and all other communications needed to inform the Alumni Association membership.
- i. The University and the Alumni Association will collaborate on developing and implementing alumni events and activities.
- j. The University and the Alumni Association will work together to promote the University's reputation and brand awareness among the alumni community.
- k. The Alumni Association will disseminate information about the University's educational programs, events, and initiatives to its membership community.
- The Alumni Association shall work directly with the office of admissions to ensure all
  chapter presidents and area contact representatives are provided with specific recruitment
  information for ongoing recruitment opportunities in their respective communities; and
  there, where possible, serve in the role of student recruiters for the University.
- m. The Alumni Association President will administer the LU Alumni Pledge to all University Graduates during University Commencement Ceremonies either in person or through videotaped production. Upon confirmation of the graduate credentials and acceptance of the LU Alumni Pledge, they shall be inducted into the Alumni Association as current financial members.

- n. The Alumni Association will support the University's fundraising and development activities and will work to increase alumni giving to the University.
- o. The Alumni Association shall provide the University with a sum of \$10,000.00 annually for administrative support costs to the Office of University and Alumni Relations. These funds shall be applied and used to further advance the University and Alumni Association's efforts to foster a cooperative efficient working environment.
- p. The Alumni Association will [Annually] donate a minimum of \$25,000.00 to the University for student scholarships beginning fall 2023. Each third year thereafter, the minimum will be \$50,000.00 donated for student scholarships. For example, 2026 will be \$50,000.00 rather than \$25,000.00.
- q. The Alumni Association will directly support the President's gala by purchasing a table and full-page ad for the Alumni Association's representation during the University's annual fundraising event.
- 3. **Communication:** The University and the Alumni Association will communicate regularly to discuss progress, identify areas for improvement, and share information.
  - a. A direct line of communication shall be maintained between the University President and the President of the National Alumni Association. However, the Executive Director of the Office of University and Alumni Relations shall serve as a non-voting representative for the University during all Alumni Association Board meetings in the absence of the University President or Vice President for Advancement, Athletics, and Campus Recreation.
  - b. The University President shall deliver to the Alumni Association a list of financial priorities for the University. From there, communications shall be transmitted to the alumni membership for consideration, action, and implementation according to the Association's deliberation and capacity to comply.
  - c. The President of the Alumni Association shall provide to the President of the University a copy of its annual report detailing its achievements from all constructive engagements during the preceding year with specific references to its overall institutional giving and other supportive actions that the Alumni Association deployed during the previous year for which the report was written.
- 4. **Term:** This Agreement will be in effect for [number of years] and may be renewed by mutual Agreement.
- 5. **Termination:** This Agreement may be terminated by either party upon [number of days/weeks/months] written notice to the other party.
- 6. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of Missouri without giving effect to any principles of conflicts of law.

7. Notice: Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when sent via electronic measures such as email, sent by facsimile, or mailed postage prepaid by U.S. Postal Services First Class, Certified, or Registered mail, or other overnight mail service, or hand delivered when addressed as follows:

To Lincoln University:

Attn: President 820 Chestnut Street Jefferson City, MO 65101 Email: moseleyj@lincolnu.edu

To Lincoln University of Missouri Alumni Association, Inc.:

Attn: President

1750 Jefferson Street, Box 104762 Jefferson City, MO 65109-9998 Email: bshermanbo@gmail.com

Or to such other addresses as may be hereafter designated by written notice. Notice shall be deemed delivered to the locations set forth in this Agreement or as otherwise designated by the parties and received, whether actually received or not, as follows: (1) three days after being deposited in the United States Mail, postage prepaid, Certified, Registered or First-Class Mail; (2) upon execution of written receipt when hand-delivered; (3) one day after being sent overnight courier; and (4) upon the sender receiving confirmation that the email or facsimile transmission was completed successfully when sent via email or facsimile.

8. **Entire Agreement:** This Agreement constitutes the entire Agreement between the University and the Alumni Association with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

| IN WITNESS WHEREOF, the Alumni Association have executed this Agreement on this day or |  |
|--|--|
| LINCOLN UNIVERSITY<br>MISSOURI   | LINCOLN UNIVERSITY OF MISSOURI OF ALUMNI ASSOCIATION, INC. |
| John B. Moseley, Ed.D., University President   | Sherman Bonds, Ed.D., President LUAA                       |
| Date:  | Date:  |