

SPECIAL MEETING OF THE BOARD OF TRUSTEES
January 23, 2019

UNIVERSITY OF THE VIRGIN ISLANDS
ADMINISTRATION AND CONFERENCE CENTER, THIRD FLOOR
ST. THOMAS CAMPUS
BY TELECONFERENCE FROM VARIOUS POINTS
3:00 P.M.

REGULAR SESSION
MINUTES

MEMBERS PRESENT

St. Thomas Campus

Attorney Henry C. Smock, Chair

Dr. David Hall, President and Secretary

Telephone

Dr. Dara Hamilton, Faculty Trustee

Mr. Alexander Moorhead, Vice Chair

Ms. Oran C. Roebuck

Ms. Jacqueline A. Sprauve, Alumni Trustee

Rev. Dr. Wesley S. Williams, Jr.

MEMBERS ABSENT

Ms. Leeann Knight, Student Trustee (excused)

Dr. John A. Quelch (excused)

Dr. Yvonne E. L. Thraen (excused)

OTHERS PRESENT

Dr. Camille McKayle, Provost and Vice President for Academic Affairs

Mrs. Shirley Lake-King, CFO & Vice President for Administration and Finance

Attorney Marie ThomasGriffith, UVI Legal Counsel

CALL TO ORDER

The presence of a quorum having been determined, Chairman Henry C. Smock called the Regular Session of the meeting to order at 3:01p.m.

APPROVAL OF MINUTES

A motion was made by Trustee Wesley Williams, which was seconded by Trustee Yvonne Thraen, to approve the minutes of the Regular Session of the Board Meeting held on June 2, 2018, August 31, 2018 and September 18, 2018. The vote on the motion to approve the minutes was unanimous by the members present. The minutes were therefore approved.

Free Tuition Policy and Procedures

President Hall provided an overview of the matter of the Virgin Islands Higher Education Scholarship Program (VIHESP) also referred to the free tuition policy.. He stated that in order to fulfill the requirements of Act 8155, known as the Virgin Islands Higher Education Scholarship Program, the University of the Virgin Islands Board of Trustees, pursuant to Section 1(i) of such Act, must develop the f regulations and procedures.

As a part of the next steps, the Administration prepared a set of policies and guidelines relative to the free tuition policy. President Hall briefly outlined the policies and guidelines. He noted that he shared the document with Lt. Governor Tregenza Roach the original sponsor of the bill regarding free tuition. He briefly outlined the next steps regarding the process one of which included creation of a career placement office. President Hall thanked former Governor Kenneth E. Mapp, the 32nd Legislature and all parties involved in bring this major endeavor to this point.

After President Hall's overview, Chairman Smock opened the floor for questions and comments. There was a lengthy discussion on the matter. Members offered the following below as suggested edits to the policy and guidelines:

Overall, Board members were pleased with the approval of the Free Tuition. Trustees offered minor edits, suggestions and comments regarding the policies and guidelines.

Section 1 page 1:

Delete the following language: The second sentence.

Replace with the following:

This scholarship program is also dependent on the University receiving continuing contributions and grants from the private sector and the federal government. These gifts and grants may come with certain conditions and restrictions and thus should not supplant the Government's annual contribution.

Section 16

Delete this section

The appendices were discussed and reviewed however, no changes were made.

After the discussions and comments, a motion was made by Trustee Roebuck, which was seconded by Vice Chairman Moorhead, to approve the policies and guidelines with amendments. The vote on the motion was unanimous by all members present at the meeting.

Executive Session

At 4:24 p.m., a motion was made by Vice Chairman Moorhead, which was seconded by Trustee Roebuck, to go into Executive Session to address the following matters, which could be reasonably expected to result in the disclosure of information of personal nature wherein public disclosure would constitute a clearly unwarranted invasion of personal privacy, or premature disclosure that would seriously frustrate implementation of the proposed action(s), and for the Board to obtain legal advice on these matters:

1. Approve Minutes
2. Recommendation from the FUVI Board of Director
3. Update on Personnel matter
4. Update on Legal Matters

Upon return to the Regular Session of the Meeting at 5:06pm p.m., the Chair reported the following: The Board

- Approved the Executive Session Minutes June 2, 2018, August 31, 2018 and September 18, 2018
- Approved recommendation of new member to the FUVI Board of Directors
- Addressed a Personnel matter
- Received an Update on Legal Matters

The Chairman thanked the Board for their participation and congratulated the administration regarding the policy and guidelines for the free tuition policy.

ADJOURNMENT

There being no other business to be considered in the Regular Session, the Chairman adjourned the meeting at 5:08p.m.



FREE TUITION POLICIES AND PROCEDURES

In order to fulfill the requirements of Act 8155, known as the Virgin Islands Higher Education Scholarship Program, the University of the Virgin Islands Board of Trustees, pursuant to Section 1(i) of such Act, hereby promulgates the following regulations and procedures:

1. The Virgin Islands Higher Education Scholarship Program (VIHESP) and its underlying policies are subject to the level of funding provided by the Government of the Virgin Islands to the University of the Virgin Islands on an annual basis. This scholarship program is also dependent on the University receiving continuing contributions and grants from the private sector and the federal government. These gifts and grants may come with certain conditions and restrictions and thus should not supplant the Government's annual contribution.
2. VIHESP shall be made available only to residents of the U. S. Virgin Islands who meet the requirements of Section (d) (1) – (6) of the Act and matriculate in one of the non-online degree programs at the University of the Virgin Islands. However, any Virgin Islands high school graduate who meets all the other requirements of the Act, but who has been displaced due to hurricanes Irma and Maria and graduates from a high school outside of the Territory, but maintains their domicile in the U.S. Virgin Islands, shall be eligible for this scholarship.
3. To qualify for and be awarded funds associated with VIHESP, a student must have applied for and completed a Free Application for Federal Student Aid ("FAFSA") application by March 1 for priority filing, accepted all available federal and local financial aid awarded, and accepted all other means of financial aid or grants, except loans and work study. In accordance with the Act, the University of the Virgin Islands may award full or partial scholarships to students pursuing an associate's degree or bachelor's degree.
4. In order for new students to qualify for the funds, they must apply for full-time admission to the University of the Virgin Islands no later than February 1 of the calendar year in which the student wishes to enroll, and must make a deposit by May 1 of that same year,

which indicates an intention to attend. For 2019 only, the date for application is extended to March 1, 2019. For new students applying for the Spring semester, they must apply by October 15 and submit their deposit by December 1.

5. Continuing/Returning students must apply for VIHESP funds by March 1 of the year they are enrolled, which indicates their intention to return in the Summer or Fall semester. They must also complete a FAFSA application by March 1. Continuing/Returning students for the Spring semester must apply by October 1.
6. To qualify for VIHESP funds, a student must attend the University of the Virgin Islands on a full-time, matriculated basis (minimum of 12 credit hours per semester), with the exception of those students who have approved accommodations due to special needs as a result of self-disclosed disabilities, as outlined in the University's policies. Students who have spent at least the previous semester as a full-time student during the academic year may enroll in summer courses and are eligible for this scholarship funds even though they are enrolled in less than 12 credit hours during the Summer semester.
7. VIHESP can only be used for students obtaining their first degree, which shall be an Associate's or Bachelor's degree, or both, but only up to the total credit hours required for the degree program (the University Catalog outlines the total credit hours required for each degree offered at the University). The minimum degree requirement is 120 total credit hours, although degree programs range in total credit hour requirements and exceed the minimum. In exceptional circumstances, as determined by the University of the Virgin Islands, students may receive VIHESP funding up to a maximum of 140 total credit hours. Exceptional circumstances may apply to students who need skill courses or who switch majors that require them to take additional credits in order to graduate. All requests for exceptional circumstances must contain the appropriate documentation and must be approved by the Provost.
8. If the student transfers to another college or university, or leaves the University of the Virgin Islands, the scholarship will immediately terminate. No benefit of the scholarship is transferrable to any other university in or outside of the U.S. Virgin Islands. The above restriction does not apply to students participating in the National Student Exchange Program, other study abroad programs, or students participating in the University approved 3-2 Engineering and Boston University School of Medicine Early Medical School Selection programs at partner institutions. In regards to the 3-2 Engineering program, funds will be awarded only to the level that the student would have received if attending UVI. The student must exhaust all other financial aid resources provided by all other sources and the VIHESP funds must be paid directly to the partner institutions.

9. Any VIHESP scholarship recipient who otherwise withdraws or is involuntarily separated from the University due to academic dishonesty; violations of the University's Code of Conduct, as may be amended from time to time; or for violation of any other rule or regulation of the University, shall have their benefits immediately terminated. Accordingly, the seven-year grace period for satisfying the work requirement under the Act will commence.
10. A data file containing the names, Cumulative Grade Point Average (CGPA), resident status, major and amount requested for each student applying for VIHESP funds will be developed, maintained and provided to the Commissioner of Finance at the start of each semester, including Summer sessions, in order to draw down the funds from the Virgin Islands Revolving Scholarship Fund. This submission should occur immediately after the University's Census date of each semester. **Appendix 1** contains the Census and submission dates for each semester.
11. Section 1 (e) (1-3) of VIHESP creates a mandatory work requirement for all students who receive a scholarship. Since all students will not receive the same amount of aid each semester, the formula contained in **Appendix 2** provides specific guidance in regards to the work requirement based on the amount of aid received. This formula is consistent with the 1-year and 3-year work requirements contained in the Act.
12. The seven-year work requirement grace period is triggered when a student who has received funding from VIHESP leaves the University. If the student returns to full-time status, the grace period is tolled and will remain so until the student graduates or leaves the University again. Upon returning, if the student meets all other requirements of VIHESP, then he/she is eligible for funding under the program.
13. Pursuant to Section 1 (c), the VIHESP Scholarship Board shall consist of the individuals in the following positions: Vice Provost of Access and Enrollment Services, Director of Financial Aid, Director of the Center for Student Success, Director of Institutional Research, Controller, and a faculty member recommended by the Provost and approved by the President. The recommendations from this Board must be approved by the Provost, Vice President for Administration and Finance and the President.
14. Section 1 (d) (3) and (4) require students to have and maintain a 2.5 CGPA in order to qualify for VIHESP funds. If a student is admitted to the University who does not have a cumulative 2.5 GPA, but achieves a cumulative 2.5 GPA while matriculating at UVI, that student shall be eligible to receive VIHESP funds. This GPA requirement shall be interpreted to apply to the cumulative GPA and not the GPA of a particular semester. The University will develop a retention and support program that works with all students below a cumulative 2.5 CGPA in order to assist them in qualifying for VIHESP funding.

15. Pursuant to Section 1 (f), students must execute an agreement with the University indicating that they will repay the funds received if they do not satisfy the work requirement outlined in the Act. **Appendix 3** contains the contract that each student must execute. The interest rate applied to repayment should be that of the applicable University loan interest rate not to exceed the prime rate. Interest payable on the loan commences at the end of the seven-year grace period after graduation.

Academic Calendar & Data File Submission Schedule

	Classes Begin	Enrollment Census	DataFile Submission	Classes End
Fall 2019	8/19/2019	8/30/2019	9/6/2019	12/7/2019
Spring 2020	1/13/2020	1/24/2020	1/31/2020	5/9/2020
Summer 1	5/18/2020	5/22/2020	5/27/2020	6/22/2020
Summer 2	6/25/2020	6/30/2020	7/2/2020	7/31/2020

Application and Confirmation Deadline Schedule

	New Students	New Students	Continuing Students	Continuing Students	
	Application for Admission Deadline	Confirmation of Enrollment Intention	Application for Consideration Deadline	Confirmation of Enrollment Intention	FAFSA
Fall 2019	March 1st	May 1st	March 1st	April 5th	
Spring 2020	October 15th	December 1st	N / A	October 1st	
Summer 1	N / A	N / A	April 15th	May 1st	
Summer 2	N / A	N / A	May 22nd	June 8th	



VIRGIN ISLANDS HIGHER EDUCATION SCHOLARSHIP PROGRAM
Academic Year: 2019-2020

Name of Student (please print) :

Address:

Financial Aid Office Use Only:

Total Amount of Scholarship Per Semester:

THIS SCHOLARSHIP AGREEMENT, is made and entered into as of the ____ day of _____, 20__ by and between the UNIVERSITY OF THE VIRGIN ISLANDS, No. 2 John Brewers Bay, St. Thomas, U.S. Virgin Islands 00802, (hereinafter referred to as the "UNIVERSITY") and of _____ whose address is _____ (hereinafter referred to as the "VI SCHOLARSHIP RECIPIENT").

WITNESSETH:

Whereas, the Legislature of the United States Virgin Islands has established the Virgin Islands Higher Education Scholarship Program for the purpose of awarding tuition scholarships to eligible students graduating from a secondary high school or an adult Continuing Education Program;

Now Therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. AMOUNT AND DURATION OF SCHOLARSHIP:

The Recipient hereunder is a matriculated degree-seeking, full-time student at the University and is pursuing his/her first associate's or bachelor's degree, or both.

The Recipient has been awarded an amount of _____ for this semester from the Virgin Islands Higher Education Scholarship Program.

The University may restrict or modify the amount of the VI Higher Education Scholarship a Recipient may receive per semester depending on the award of federal grants, other scholarships or financial aid during a particular semester.

2. COMMITMENT OF THE RECIPIENT:

- (a) By accepting the said scholarship, on the terms and conditions stated herein, the Recipient hereby commits himself/herself to work in the Territory for a prescribed period of time commensurate with the amount of aid received based on the attached Aid–Employment Formula. Please review the Board Regulations in regards to the Virgin Islands Higher Education Scholarship Program which can be found at _____.
- (b) In the event the Recipient either fails to fulfill the employment requirement, the scholarship shall be converted to a loan repayable, with interest, at a fixed interest rate of 5% during the repayment period.
- C) Recipient acknowledges and agrees that the scholarship awarded hereunder is subject to revocation or discontinuation under the following circumstances: Each shall constitute an event of default under the terms hereof.
1. Failure to attend full-time;
 2. Failure to obtain a minimum Cumulative Grade Point (CGPA) average of 2.5. If the student's CGPA falls below the 2.5, he or she will be placed on scholarship probationary status. Once the (CGPA) returns to a 2.5 the Recipient may apply, and if funds are available, receive support from this scholarship program.
 3. Failure of a Recipient to be in material compliance with the terms of this Scholarship Agreement;
 4. Failure of the Recipient to abide by the Rules and Regulations of the University, as may be amended from time to time;
 5. Withdrawal or Termination from the University, or placement on academic dismissal;
 6. Recipient no longer resides within the Territory of the Virgin Islands;
 7. Conviction of a felony offense;
 8. Recipient has engaged in a material misrepresentation of any matter involving his/her application, re-application, receipt and use of scholarship funding from the University;
 9. Failure, after reasonable requests therefor from the University to provide such information as may be necessary to ensure compliance with all applicable local or federal laws, the rules and regulations of the University.
 10. Recipient transfers from the University of the Virgin Islands to another institution, unless pursuant to a University authorized Study Abroad, National Student Exchange or 3/2 Engineering program.

3. GENERAL PROVISIONS

- a) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the U.S. Virgin Islands without regard to conflict of law principles.
- b) **SEVERABILITY.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with applicable law or otherwise invalid, the validity of the remaining provisions shall not be impaired, and the parties shall seek

to replace such invalid provision with a valid provision having a meaning as similar as possible to such invalid provision.

- c) **JUDICIAL ACTION.** Should the University be required to institute judicial action to enforce the obligations hereunder, it shall be entitled to recover all of its costs, including attorneys' fees, from the Recipient.
- d) **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification shall be effective unless contained in writing subscribed to by the parties and the University.

IN WITNESS WHEREOF, the parties have duly executed this contract as the day, month and year first above written.

Dated: _____

Scholarship Recipient

Witness:

UNIVERSITY OF THE VIRGIN ISLANDS

Dated: _____

Dr. David Hall, President

Years of Service For Students Pursuing a Bachelor's Degree		
Amount of Funding	Number of Years studied	Years of Service Required
75% - 100% of 4 year's tuition	4	3 years
50% - 75% of 4 year's tuition	4	2 years
25% - 50% of 4 year's tuition	4	1 year
5%-25% of 4 year's tuition	4	8 months
75% - 100% of 3 year's tuition	3	2 years, 3 months
50% - 75% of 3 year's tuition	3	1.5 years
25% - 50% of 3 year's tuition	3	9 months
5%-25% of 3 year's tuition	3	0.5 years
75% - 100% of 2 year's tuition	2	1.5 years
50% - 75% of 2 year's tuition	2	1 year
25% - 50% of 2 year's tuition	2	0.5 year
5%-25% of 2 year's tuition	2	Four months
75% - 100% of 1 year's tuition	1	9 months
50% - 75% of 1 year's tuition	1	6 months
25% - 50% of 1 year's tuition	1	3 months
5%-25% of 1 year's tuition	1	2 months (may be a summer internship)

Years of Service For Students Pursuing an Associate's Degree		
Amount of Funding	Number of Years studied	Years of Service Required
75% - 100% of 2 year's tuition	2	1 year
50% - 75% of 2 year's tuition	2	9 months
25% - 50% of 2 year's tuition	2	6 months
5%-25% of 2 year's tuition	2	3 months (may be a summer internship)
75% - 100% of 1 year's tuition	1	6 months
50% - 75% of 1 year's tuition	1	4 months
5% - 50% of 1 year's tuition	1	2 months (may be a summer internship)