



## **Board of Governors Meeting**

**Robert W. Plaster Student Union, Traywick Parliamentary Room 313**

**Thursday, 12/16/2021**

**1:00 - 5:00 PM CT**

### **I. Roll Call Presented By: Governor Amy Counts**

### **II. Approval of Minutes of the Open and Closed Meetings of October 15, 2021 Presented By: Governor Amy Counts**

*10.15.2021.BOG.Minutes - Page 4*

### **III. Consent Agenda Presented By: Governor Amy Counts**

#### **A. President**

##### **1. Approval of FY22-23 Employment Agreement for Athletics Head Coach**

*III.A.1. Approval of FY22-23 Employment Agreement for Athletics Head Coach - Page 11*

##### **2. Approval of Amendment to Employment Contract for Head Women's Volleyball Coach, Steven McRoberts**

*III.A.2. Approval of Amendment to Employment Contract for Head Women's Volleyball Coach, Steven McRoberts - Page 14*

#### **B. Facilities and Equipment**

##### **1. Approval of Activity Report for the month of October 2021**

*III.B.1. Approval of Activity Report for the month of October 2021 - Page 16*

##### **2. Approval of Activity Report for the month of November 2021**

*III.B.2. Approval of Activity Report for the month of November 2021 - Page 19*

#### **C. Human Resources**

##### **1. Approval of Actions Concerning Academic Employees**

*III.C.1. Approval of Actions Concerning Academic Employees - Page 21*

##### **2. Approval of Actions Concerning Non-Academic Employees**

*III.C.2. Approval of Actions Concerning NonAcademic Employees - Page 32*

##### **3. Approval of Salary Adjustments for Non-Academic Employees**

*III.C.3. Approval of Salary Adjustments for NonAcademic Employees - Page 50*

#### **D. Procurement and Financial**

##### **1. Approval of Procurement Activity Report**

*III.D.1. Approval of Procurement Activity Report - Page 53*

#### **E. West Plains Campus**

##### **1. Approval of Actions Concerning Non-Academic Employees**

*III.E.1. Approval of Actions Concerning Non-Academic Employees - West Plains - Page 63*

### **IV. Making Our Missouri Statement Moment – Citizen Scholar Awards Presented By: Dr. Dee Siscoe, Vice President for Student Affairs**

#### **A. Citizen Scholars Panel**

#### **B. Approval of a Resolution to Acknowledge the Board of Governors Citizen Scholar Award Recipients**

*IV.B. Approval of a resolution to acknowledge the Board of Governors Citizen Scholar Award Recipients - Page 64*

## **V. Committee Reports**

- A. Executive Committee Presented By: Governor Amy Counts**
- B. Risk Management and Audit Committee Presented By: Governor Carol Silvey**
- C. Finance and Facilities Committee Presented By: Governor Chris Waters**
- D. Programs and Planning Committee Presented By: Governor Lynn Parman**

## **VI. President's Report Presented By: President Clif Smart**

- A. Preview Winter Graduations**
- B. CBHE-Approved Mission Description Change**  
*VI.B. CBHE-Approved Mission Description - Page 65*
- C. State Government Relations Update**
- D. COVID-19 Update**

- 1. Approval of Delegation of Authority to University President Regarding the Temporary Imposition or Modification of University Policies in Response to COVID-19**

- VI.D.1. Delegation of Authority to University President Regarding the Temporary Imposition or Modification of University Policies in Response to COVID-19 - Page 66*

- E. Personnel Update**

- 1. Approval of employment of Dr. Dennis Lancaster as Chancellor of the Missouri State University – West Plains campus**

- VI.E.1. Approval of employment of Dr. Dennis Lancaster as Chancellor of the Missouri State University - West Plains campus - Page 68*

## **VII. West Plains Campus Presented By: Dr. Dennis Lancaster, Interim Chancellor of the West Plains Campus**

### **A. Chancellor's Report**

- 1. Volleyball Grizzlies took third place in the National Junior College Athletic Association's National Championship**

- 2. Approval for naming the Terry L. "Bo" Pace Advanced Welding and Fabrication Technology Program**

- VII.A.2. Approval for naming the Terry L. "Bo" Pace Advanced Welding and Fabrication Technology Program - Page 71*

- 3. Enrolling students in two programs at the Chillicothe Correctional Center**

## **VIII. Academic Affairs**

- A. Faculty Senate Report Presented By: Dr. Christopher Herr, Chair of Faculty Senate**

- B. Provost's Report Presented By: Dr. Frank Einhellig, Provost**

- 1. Update on Doctorate of Occupational Therapy**
  - 2. Doctorate and MFA enrollment**
  - 3. Faculty hiring for next year**
  - 4. Status of dean search for College of Education**

## **IX. Research and Economic Development Presented By: Dr. Jim Baker, Vice President for Research and Economic Development & International Programs**

- A. Sponsored Research Report**

- IX.A. Sponsored Research Activity Report - Page 72*

## **X. Diversity and Inclusion (written report only)**

- A. Division for Diversity, Equity, and Inclusion Report - Assistant to the President/Chief Diversity Officer Wes Pratt will provide a written report regarding activities associated with the Division for Diversity and Inclusion**

- X.A. Diversity, Equity, and Inclusion Report - Page 76*

## **XI. Student Affairs**

**A. Report from the Student Body President Presented By: Michael Chapman, Student Body President**

**B. Student Affairs Report Presented By: Dr. Dee Siscoe, Vice President for Student Affairs**

*XI.B. Student Affairs Written Report - Page 82*

### **1. Enrollment Update**

*XI.B.1. Enrollment Update - Page 85*

### **2. SEM Plan Update**

*XI.B.2. SEM Plan Update - Page 86*

## **XII. Staff Senate Presented By: Kathleen Hains, Chair of Staff Senate**

**A. Staff Senate Report**

*XII.A. Staff Senate Report - Page 88*

## **XIII. Financial**

**A. Development Report (written report) – Vice President for University Advancement Brent Dunn will provide a written report from the MSU Foundation Presented By: Mr. Brent Dunn, Vice President for University Advancement**

*XIII.A. Development Report - Page 90*

**B. Approval of a Resolution Authorizing Bank of America Capitalized Lease for Chiller Station Number Six Expansion Presented By: Steve Foucart, Chief Financial Officer**

*XIII.B. Approval of a Resolution Authorizing Bank of America Capitalized Lease for Chiller Station Number Six Expansion - Page 94*

*XIII.B. Exhibit A - Master Equipment Lease - Page 97*

*XIII.B. Exhibit B - Escrow Agreement - Page 155*

*XIII.B. Exhibit C - Equipment Schedule No. 01 - Page 169*

## **XIV. Facilities and Equipment Presented By: Matt Morris, Vice President for Administrative Services**

**A. Approval of bids and award of a contract for the chiller station number 6 expansion on the Springfield Campus**

*XIV.A. Approval of bid and award of a contract for the chiller station number six expansion on the Springfield Campus - Page 175*

**B. Approval of bids and award of a contract for the lecture hall addition at Looney Hall on the West Plains Campus**

*XIV.B. Approval of bids and award of a contract for the lecture hall addition at Looney Hall on the West Plains Campus - Page 177*

## **XV. Marketing and Communications (written report only)**

**A. Marketing and Communications Report - Vice President for Marketing and Communications Suzanne Shaw will provide a written report regarding activities in the Division of Marketing and Communications**

*XV.A. Marketing and Communications Written Report - Page 179*

## **XVI. New Business**

**A. 2016-2021 Long-Range Plan Wrap Up Presented By: President Clif Smart**

**B. Approval of the 2022 Executive Committee of the Board of Governors Presented By: Governor Carol Silvey**

*XVI.B. Approval of Appointment of the 2022 Executive Committee of the Board of Governors - Page 180*

**C. Announcement of Board Committee Appointments Presented By: Governor Carol Silvey**

**D. Transition Discussion Presented By: President Clif Smart**

## **XVII. Resolution Authorizing Closed Meeting, Pursuant to Sections 610.021(1), (2), (3), (6), (9), (11), (12), (13), (14) and/or (17) of the Revised Statutes of Missouri**

*XVII. Closed Meeting Resolution - Page 181*

## **XVIII. Adjournment Presented By: Governor Amy Counts**

**MINUTES OF THE  
BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
FRIDAY, OCTOBER 15, 2021**

The Board of Governors for Missouri State University held a meeting in the Robert W. Plaster Student Union, Traywick Parliamentary Room 313 on the Missouri State University campus in Springfield, Missouri on Friday, October 15, 2021, with Governor Amelia “Amy” Counts, Chair of the Board of Governors, presiding. Governor Counts called the meeting to order at 1:00 p.m.

**Roll Call**

Present – Amelia “Amy” Counts, Chair of the Board  
Briar Douglas, Student Governor  
Craig Frazier, Governor  
Gabriel Gore, Governor  
Beverly Miller Keltner, Governor  
Lynn Parman, Governor  
Carol Silvey, Governor  
Carrie Tergin, Governor  
Jay Wasson, Governor  
Chris Waters, Governor

Also present – Clif Smart, President  
Jeff Coiner, Chief Information Officer  
Rachael Dockery, General Counsel and Chief Compliance Officer  
Brent Dunn, Vice President for University Advancement  
Frank Einhellig, Provost  
Steve Foucart, Chief Financial Officer  
Dennis Lancaster, Interim Chancellor of the West Plains Campus  
Natalie McNish, Interim Director of Internal Audit and Risk Management  
Kyle Moats, Director of Athletics  
Matt Morris, Vice President for Administrative Services  
Wes Pratt, Chief Diversity Officer  
Suzanne Shaw, Vice President for Marketing and Communications  
Dee Siscoe, Vice President for Student Affairs  
Rowena Stone, Secretary to the Board of Governors  
Shawn Wahl, Dean of the Reynolds College of Arts and Letters

**Approval of Minutes**

Governor Counts called for a motion to approve the open and closed minutes of the August 5-6, 2021, meetings. Governor Craig Frazier provided a motion, receiving a second from Governor Carol Silvey.

Motion passed 9-0.

## **Consent Agenda**

Governor Counts noted that the next item of business on the agenda was the approval of the consent agenda. Items included in the consent agenda:

### President

Approval of Employment Agreements for Athletics (Human Resources No. 1685-21)

### Facilities and Equipment

Approval of Activity Report for the month of August 2021 (Activity Report No. 316-21)

Approval of Activity Report for the month of September 2021 (Activity Report No. 317-21)

Approval of an agreement granting a Utility Easement to the City of Springfield, Missouri to allow for utility development by City Utilities at 521 North Jefferson Avenue (Agreement No. 450-21)

### Human Resources

Approval of Actions Concerning Academic Employees (Human Resources No. 1686-21)

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1687-21)

### Procurement and Financial

Approval of Procurement Activity Report (Purchasing Activity Report No. 504-21)

### West Plains Campus

Approval of Actions Concerning Academic Employees (West Plains Personnel No. 466-21)

Approval of Actions Concerning Non-Academic Employees (West Plains Personnel No. 467-21)

Governor Lynn Parman provided a motion for approval of the consent agenda, receiving a second from Governor Frazier.

Motion passed 9-0.

## **Making Our Missouri Statement – Student Emergency Fund**

Brent Dunn, Vice President for University Advancement; Rob Moore, Director of Financial Aid; and Stephanie Smith, Senior Director of Donor Relations and Special Events; provided a presentation on the Emergency Scholarship Fund and Student Emergency Fund. Highlights of the presentation included an overview of the funds, why the funds were established, funds raised to date for both the Springfield and West Plains campuses, history of the funds, eligibility, a video from a recent student recipient on how the funds helped her, and processes for applying for funds.

## **Committee Reports**

Governor Counts reported out on the July 17, 2021, and September 15, 2021, Executive Committee meetings.

Governor Silvey reported out on the September 29, 2021, and October 14, 2021, Risk Management and Audit Committee meetings.

Governor Chris Waters reported out on the Finance and Facilities Committee meeting that took place earlier in the day.

Governor Parman reported out on the Programs and Planning Committee meeting that took place earlier in the day.

## **President's Report**

President Smart welcomed the Board to homecoming weekend and reviewed the agenda.

President Smart provided a COVID-19 update for the Springfield campus. Highlights of his report included cases, Magers positivity rate, and COVID-19 housing numbers by week and semester. Greene County cases and positivity rate were also reviewed. He shared changes to the mask policy and that vaccination rate for fulltime faculty and staff is at 82% and 65.91% for students living on campus. He shared that the university is considered a federal contractor and that the federal government may mandate a vaccine requirement. The university is waiting for federal guidance and will discuss with the Board prior to establishing how to proceed with any requirements.

President Smart provided an update on enrollment. Highlights of his report included comparison numbers for fall 2020 and fall 2021. Total headcount enrollment for Springfield, first time new in college, first time transfer undergraduates, continuing undergraduates, and underrepresented students are down while graduate students and international students are up. He shared that first-to-second year retention dropped by 4% and that the decrease in enrollment results in a reduced revenue by \$4.1 million for the semester and is estimated to have a \$7.8 million decrease for the year.

President Smart recommended approval of the facility use and cooperation agreement by and between the Board of Governors of Missouri State University and Springfield Daily Citizen Inc. (Agreement No. 451-21). He shared that at the September Executive Committee meeting the Board heard a presentation from Tom Carlson and David Stoeffler on the creation of the new not-for-profit news organization. After significant discussion, the Board authorized the university to formalize a relationship with the organization. The resolution and agreement outline the use of space on campus to house the organization and begins a new and exciting community partnership as envisioned in the long-range plan. Governor Silvey made a motion to approve, receiving a second from Governor Beverly Miller Keltner.

Motion passed 9-0.

President Smart recommended approval to award the 2021 Bronze Bear Award to Tim Reynolds and Judith Enyeart Reynolds (Awards No. 98-20) for their support of Missouri State University. The Reynolds family has financially supported programs and Missouri State University, including the university's public broadcasting services and academic programs in the McQueary College of Health and Human Services for decades. In 2020, the Reynolds family, along with the C.W. Titus Foundation, made a significant gift to support students in the College of Arts and Letters with the largest scholarship gift in the university's history and a major gift to help fund the construction of the arts park near Craig Hall.

President Smart recommended approval to award the 2021 Government Excellence Award to Clay Goddard (Awards No. 99-20) for his outstanding leadership in the community throughout the COVID-19 pandemic. Through Mr. Goddard's relationships and connections with university, community, state, national, and public health leaders, the State of Missouri looked to Springfield as a model for proactively responding to the COVID-19 pandemic and implementing best practices.

President Smart commented that these three people have made a tremendous difference in the lives of the university community. He asked for approval of both resolutions. Governor Jay Wasson made a motion to approve, receiving a second from Governor Carrie Tergin.

Motion passed 9-0.

President Smart provided an update on the 2021-2022 Action Plan. He shared that several items in the plan relate to the university's relationships with employers. The university has created three separate workgroups to develop recommendations on these relationships. The first group will explore strategies to expand Missouri State's partnerships with employers by looking at opportunities through employer-sponsored educational benefits programs and developing cohort models for specific groups of employees. The second group will evaluate opportunities to improve the university's processes on internships and work opportunities for students by bridging the things the university does through Student Affairs to connect students with internships and jobs with its workforce and economic development operations in IDEA Commons and academic units. A final workgroup will explore opportunities to pilot a small-scale subscription model at Missouri State.

President Smart highlighted work to streamline state approval of new professional doctoral programs. He stated that the chief concern is the state's comprehensive review process for new academic programs takes years to complete and currently every professional doctorate program the university creates must go through this process. The university hopes to avoid that process if the Coordinating Board for Higher Education (CBHE) agrees to change its mission to include a general statement indicating that the university provides a broad range of professional doctorates. He reported that the university has submitted its application for this change and anticipates the CBHE to vote on the application at its December meeting. President Smart shared that he will continue to interact with Commissioner Mulligan and CBHE members to advocate for this change.

President Smart concluded his report by sharing the What's New at MSU video. He stated that the video will be shared through media outlets and used throughout the remainder of the academic year.

### **Academic Affairs**

Dr. Chris Herr, Chair of Faculty Senate, provided a report on happenings of Faculty Senate. Highlights of his report covered updates from the September and October 2021 Faculty Senate sessions. In September, Faculty Senate met to discuss the Public Affairs Conference, received a presentation from David Hall, Director of University Safety, on COVID-19 policies, received a report from the Academic Personnel Review Commission, and approved a Dietetics course to the Social and Behavioral Sciences area of General Education. In October, Faculty Senate received Provost Einhellig's annual report, approved two new undergraduate certificate programs, and received a report from the Student Government Association.

Dr. Frank Einhellig, Provost, provided an update on happenings in Academic Affairs. He shared information on Mind's Eye, the university's publication dedicated to faculty research, and shared a video highlighting the cover story of the publication.

Dr. Einhellig called upon Dr. Keri Franklin, Associate Provost for Public Affairs and Assessment, to review information from the Fall 2021 Bears Care Survey. She shared that this is the fourth administration of the survey. 15,800 students received an email with information on how to complete the survey. There was a response rate of 41%. Dr. Franklin reviewed responses by topic and shared actions taken.

Dr. Einhellig shared that for Higher Learning Commission (HLC) requirements, the university must complete a quality initiative project. The university will submit a project proposal by the end of the year that reviews graduate education and student learning outcomes similar to what the university does for undergraduate education.

Dr. Einhellig called upon Dr. Elizabeth Walker, Public Affairs Fellow, to report on the Public Affairs Conference. The conference consisted of four in-person events and 20 virtual events. Additional highlights of Dr. Walker's report included an overview of the events, attendance numbers, and survey results.

### **Student Affairs**

Michael Chapman, Student Body President, provided a report on happenings of the Student Government Association and the student body. Highlights of his report included a review of events, meeting with Faculty Senate, and the Pronoun Project initiative.

### **Staff Senate**

Kathleen Hains, Chair of Staff Senate, provided a report on happenings of Staff Senate. Highlights of her report included membership of Staff Senate, the emergency fund, and reports on the activities, Public Affairs, administrative professional, and communications committees.

### **Facilities and Equipment**

Matt Morris, Vice President for Administrative Services, presented a resolution for approval of a consultant and authority to enter into an agreement for professional services in conjunction with the phase I addition and phase II renovation at Temple Hall (Agreement No. 452-21).

Governor Silvey made a motion to approve, receiving a second from Governor Chris Waters.



Motion passed 9-0.

### **Old Business**

#### **Wrap-up of Long-Range Plan Booklet**

Suzanne Shaw, Vice President for Marketing and Communications, provided an update on the long-range plan booklet. The document is complete and includes the long-range plan items approved by the Board in June. She shared that the action plan includes items from the long-range plan that are tracked and reported on at the end of each fiscal year. She highlighted the three work groups that were created from the long-range plan and reported on by President Smart earlier in the meeting.

### **New Business**

#### **Creative Success: Supporting the University with Video, Writing, Design, and Events**

Ms. Shaw reviewed awards received by the university for various publications, videos, and events at the regional and national levels. Several videos were shared as part of the presentation.

Mr. Dunn shared that the publications, videos, and events have helped the university get to where it is in the Onward, Upward campaign. There are 379 days left in the campaign and the university has reached \$233 million of its \$250 million goal. There will be an event in October of 2022 to celebrate the end of the campaign. Mr. Dunn shared information on the #BearsGive initiative. The goal of the event was to have 1,905 donors give over 36 hours. He stated that there was a total of 2,027 donors who gave to the event for a total of \$733,801.00.

#### **Election of 2022 Officers of the Board of Governors**

Governor Counts nominated Governor Silvey as chair and Governor Waters as vice-chair for the Board of Governors for 2022.

Governor Tergin made a motion to approve the nominations, Governor Frazier provided a second.

Motion passed 9-0.

### **Closed Session**

It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Governor Counts asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this regular meeting of the Board of Governors to consider items pursuant to:

R.S.Mo. 610.021(1). “Legal actions, causes of action, or litigation involving a public governmental body...” and

Governor Silvey provided a motion for approval, receiving a second from Governor Frazier.

A roll call vote on the motion was as follows: those voting in favor – Governors Counts, Frazier, Gore, Miller Keltner, Parman, Silvey, Tergin, Wasson, and Waters; those voting against – none.

The open meeting recessed at 3:28 p.m. to go into closed session.

The open meeting reconvened at 3:55 p.m.

**Adjournment**

With no additional information needing to be discussed, Governor Counts called for a motion to adjourn the meeting. Governor Silvey provided a motion, receiving a second from Governor Waters.

Motion passed 9-0.

The meeting adjourned at 3:55 p.m.

---

Amelia Counts  
Board Chair

Approved at the meeting of  
December 16, 2021

---

Rowena Stone  
Secretary to the Board

III.A.1.

**RECOMMENDED ACTION – Approval of FY22-23 Employment Agreement for Athletics Head Coach.**

The following resolution was moved by \_\_\_\_\_  
and seconded by \_\_\_\_\_

WHEREAS, the University desires to employ Kirk Nelson as Head Coach for Women’s Soccer and Mr. Nelson desires to accept such employment as set forth in the attached Exhibit A, and subject to the terms and conditions as set forth in the attached Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2022-2023 Employment Agreement.

**VOTE:**     **AYE** \_\_\_\_\_  
              **NAY** \_\_\_\_\_

Comments:

The salary will be paid for from the salaries of previous employees who have left the University or through donations to the University, such that these hires do not represent a new expense to the Athletics Department.

The Coach will also be eligible to earn achievement payments contingent upon the athletic success of the Women’s Soccer team.



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach\*, which is incorporated herein by this reference.

**Name of Coach: Kirk Nelson**

**Position: Head Coach**

**Sport: Women’s Soccer**

**Term: January 1, 2022 – June 30, 2023**

**Compensation: \$57,000 annually**

**Achievement Payments:**

**\$500 should the teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.**

**\$1,400 for Missouri Valley Conference (MVC) Regular Season Championship or MVC Regular Season Co-Championship; or**

**\$700 for MVC Championship; and**

**\$700 for each game won in the NCAA Tournament**

**Other Benefits and Incentives:**

Coach may participate in camps and/or Clinics

Use of one (1) automobile

COACH

MISSOURI STATE UNIVERSITY

Kirk Nelson

Clifton M. Smart III  
President

Date

Date

\*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – HEAD COACH

**1. Term and Termination.** This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- a. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

**2. Duties.** Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics and the Associate Director of Athletics direct.

**3. Camps and Clinics.** *This section applies only if this Agreement states that Coach may operate camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may operate camps and clinics associated with the sport identified in this Agreement (“Sport”) for Coach’s own benefit. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not own, operate, or conduct such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for operating such camps and clinics. The fee for each camp enrollee shall be established by Coach, and the income derived from such camp shall belong solely to Coach. Coach’s duties for the University do not include operating camps or clinics, but the University authorizes Coach to operate camps or clinics as outlined herein for Coach’s own benefit as an additional benefit and incentive. Coach may use the University’s names, logos and depictions in brochures and similar camp documentation. As it is the responsibility of the University to ensure compliance with NCAA rules, Coach will provide all camp records (e.g., rosters, applications, admissions information, bank statements, expense and payroll records, etc.) to the University upon request. If Coach operates a camp or clinic:

- a. Coach agrees to pay the University the amount (per enrollee or otherwise) set forth in this Agreement (if any such amount is set forth in this Agreement). Coach does not guarantee any number of enrollees.
- b. Coach agrees to secure commercial general liability insurance to cover its operation. Such insurance shall be in minimum liability limits of Three Hundred Thousand Dollars (\$300,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity.
- c. The University will provide facilities for such camp or clinic at no additional charge; however, University facilities provided for such camp or clinic shall be limited to those ordinarily used for the Sport, subject to such further limitations (if any) set forth in this Agreement.
- d. If this Agreement sets forth rates for residence hall housing for camp enrollees, the University will provide residence hall housing for camp enrollees at such rates.
- e. Coach will not alter the University’s facilities, will be responsible for all damages to the University’s facilities, and will comply with the University’s policies and reasonable instructions with regard to camp or clinic activities occurring on or in the University’s facilities.

**4. Use of Automobile.** *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach

will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

**5. Employee Handbook and University Policies.** Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

**6. Professional and Moral Conduct Requirement.** It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.
- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
  - Income from annuities;
  - Sports camps;
  - Housing benefits (including preferential housing arrangements);
  - Country club memberships;
  - Complimentary ticket sales;
  - Television and radio programs; and
  - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

g. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

**7. Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.A.2.

**RECOMMENDED ACTION –Approval of Amendment to Employment Contract for Head Women’s Volleyball Coach, Steven McRoberts.**

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, effective February 3, 2020, the University entered into an Employment Agreement (“Employment Agreement”) with Steven McRoberts (“Coach McRoberts”) under which Coach McRoberts is currently employed as the University’s Head Women’s Volleyball Coach for a term running from February 3, 2020 through February 2, 2025 (“Initial Term”); and

**WHEREAS**, the University and Coach McRoberts desires to amend the Employment Agreement to extend the Initial Term through February 2, 2028.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the above-referenced amendment of Coach McRoberts’ Employment Agreement as set forth in the attached First Amendment.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**Comments:**

- The First Amendment extends the Initial Term of the Employment Agreement through February 2, 2028.
- The First Amendment does not modify Coach McRoberts’ compensation, and all other terms and conditions of the Employment Agreement remain in full force and effect.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is entered by and between the Board of Governors of Missouri State University (“University”) and Steven McRoberts (“Coach McRoberts”) and is effective as of December 16, 2021 (“Effective Date”).

**WHEREAS**, the parties executed an Employment Agreement effective February 3, 2020 (“Agreement”), under which Coach McRoberts is currently employed as the Head Coach of the University’s intercollegiate volleyball team; and

**WHEREAS**, pursuant to Section 1 of the Agreement, Coach McRoberts was employed for a five (5) year term running from February 3, 2020 through February 2, 2025, and the parties desire to amend the Agreement in order to extend the term for an additional three (3) years (i.e., through February 2, 2028).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the University and Coach McRoberts agree to amend the Agreement as set forth herein:

1. Section 1(a), Term of Employment, is hereby stricken in its entirety and replaced with the following:  

(a) **Initial Term.** The University does hereby employ Coach McRoberts as Head Volleyball Coach of its intercollegiate volleyball team (“Team”) for an initial term commencing on February 3, 2020, and continuing through February 2, 2028 (“Initial Term”), subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement. Each year within the Initial Term, and each year within any renewal term thereafter, will be referred to as a “Contract Year.”
2. Except as expressly provided herein, all original terms and conditions of the Agreement, as amended, shall continue and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the Effective Date indicated above.

**COACH McROBERTS**

  
\_\_\_\_\_  
Steven McRoberts  
Head Volleyball Coach

**THE BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

\_\_\_\_\_  
Clifton M. Smart, III  
President

III.B.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of October 2021.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of October 2021, as presented by Planning, Design and Construction, be accepted and approved.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

This report lists activities of Planning, Design and Construction with respect to bids received, notices to proceed, and activity on consultant contracts for projects that are greater than or equal to \$100,000.00 and did not exceed a project budget of \$250,000.00.

It is recommended that the attached report be accepted.



**ACTIVITY REPORT  
MISSOURI STATE UNIVERSITY  
PLANNING, DESIGN AND CONSTRUCTION**

**October 2021**

This report documents activities managed by Planning, Design and Construction for the month of October 2021. The projects listed here are greater than or equal to \$100,000.00 and did not exceed a project budget of \$250,000.00. Those project bids, notices to proceed, and activity on consultant contracts are listed on this activity report.

**October 4, 2021**

**Building 6 Material Braider,  
Jordan Valley Innovation Center**

With approval, a contract was signed with Paragon Architecture for professional services in conjunction with the building 6 material braider at Jordan Valley Innovation Center. Paragon Architecture was the firm selected for this project due to past knowledge and experience with similar projects. The consultant will provide comprehensive design services, from schematic design through post-construction.

The not-to-exceed fee for the consultant’s work is \$175,000.00. This project is being paid from the Jordan Valley Innovation Center Building 6 Braider budget funded by the VP Research and Economic Development Facilities and Administration (Indirect) Fund (\$175,000.00).

**October 18, 2021**

**Upgrade Theater Components,  
Plaster Student Union**

**Project Budget  
\$245,000.00**

A proposal was received to upgrade the theater components at Plaster Student Union. Upon approval, a notice to proceed was issued to SKC Communications in the amount of \$214,900.70.

The proposal received on this project is as follows:

<b>Contractor</b>	<b>Proposal</b>
SKC Communications	\$214,900.70

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$3,000.00
Construction Contracts	\$214,900.70
Project Administration	\$859.60
Construction Contingency	\$26,239.70
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$245,000.00</b>

Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Educational and Institutional (E&I) Cooperative Contract EI00049-683455 with SKC Communications to perform the work under this contract.

This project will be paid by the Theater Distance Educational Technology budget funded by the Plaster Student Union (\$245,000.00) budget.

**Install Campus Garden Shed,  
Campus Garden**

**Project Budget  
\$116,720.00**

A bid was received to install a shed at the campus garden. Upon approval, a notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$105,720.58.

The bid received on this project is as follows:

<b>Contractor</b>	<b>Base Bid</b>
Kenmar Construction, Inc.	\$105,720.58

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$0.00
Construction Contracts	\$105,720.58
Project Administration	\$999.42
Construction Contingency	\$10,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
<b>Total Project Budget</b>	<b>\$116,720.00</b>

This project is being funded by the Sustainability-Campus Garden Facility (\$104,513.00), Campus Garden Shed (\$12,000.00), and the Campus Garden Membership (\$207.00) budgets.

III.B.2.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of November 2021.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of November 2021, as presented by Planning, Design and Construction, be accepted and approved.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

This report lists activities of Planning, Design and Construction with respect to bids received, notices to proceed, and activity on consultant contracts for projects that are greater than or equal to \$100,000.00 and did not exceed a project budget of \$250,000.00.

It is recommended that the attached report be accepted.

**ACTIVITY REPORT  
MISSOURI STATE UNIVERSITY  
PLANNING, DESIGN AND CONSTRUCTION**

**November 2021**

This report documents activities managed by Planning, Design and Construction for the month of November 2021. The projects listed here are greater than or equal to \$100,000.00 and did not exceed a project budget of \$250,000.00. Those project bids, notices to proceed, and activity on consultant contracts are listed on this activity report.

**November 8, 2021**

**Install New Heating, Ventilation, and Air Conditioning,  
Networking & Telecommunications, Blair-Shannon House** **Project Budget  
\$216,000.00**

A bid was received to install new heating, ventilation, and air conditioning for Networking & Telecommunications at Blair-Shannon House. Upon approval, a notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$171,841.07.

The bid received on this project is as follows:

<b>Contractor</b>	<b>Base Bid</b>
Kenmar Construction, Inc.	\$171,841.07

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$0.00
Construction Contracts	\$171,841.07
Project Administration	\$2,000.93
Construction Contingency	\$29,000.00
Furniture, Fixtures, and Equipment	\$13,158.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
<b>Total Project Budget</b>	<b>\$216,000.00</b>

This project is being paid from the HVAC – Telecom/BLSH budget funded by the Facilities & Maintenance (\$116,000.00) and Networking and Telecommunications - Operating (\$100,000.00) budgets.

III.C.1.

MISSOURI STATE UNIVERSITY

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for academic employees, as itemized below, are hereby approved.

**RANKED FACULTY APPOINTMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Mollie Adams	Assistant Professor School of Accountancy	\$140,000 annually	08/15/22
Michael Zheng	Assistant Professor Finance & General Business	\$137,500 annually	08/15/22

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Jana Ault-Phillips	Clinical Assistant Professor Finance & General Business	\$36,500 annually	01/10/22 05/20/22

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Supplemental Payments)

(See Addendum C for Graduate Teaching Assistant Appointments)

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ryan Udan	Associate Professor Biology	12/17/21
Gordon Tsubira	Clinical Assistant Professor Occupational Therapy (12-month appointment)	12/21/21
Jacob Nelson	Instructor Technology & Construction Management (10-month appointment)	05/31/22

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Lora Hobbs	Senior Instructor Religious Studies	12/17/21
Dane Peterson	Professor Information Technology & Cybersecurity	12/17/21
Michele Day	Director Professor School of Social Work (12-month appointment)	12/21/21
Richard Garrad	Professor Biomedical Sciences	05/20/22
Martin Jones	Associate Professor Technology & Construction Management	05/20/22
Stephen Mueller	Professor Management	05/20/22
Marc Willey	Assistant Professor Occupational Therapy	05/20/22

**SABBATICALS:**

The faculty members listed below are recommended for sabbatical leave. Faculty members receive full pay for leave of one semester or half to three-fourths pay for leave of full academic year.

James Philpot	Associate Professor, Finance & General Business Academic Year 2021/2022 Boosting a writing agenda & practical industry knowledge (SIE exam Exploration/completion)
---------------	---

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Alana Mantie-Kozlowski	From: Professor Communication Sciences & Disorders \$79,173 annually	Status Change	07/01/21
	To: Interim Department Head Professor Communication Sciences & Disorders \$79,173 annually (\$3,311 monthly supplemental)		06/30/22
Michele Day	From: Director Professor School of Social Work	Status Change	01/01/22
	To: Faculty Emeritus School of Social Work		
Songfeng Zheng	Professor Mathematics	Sabbatical	01/18/22
		Cancelled	05/20/22
Mario Daoust	From: Professor Geography, Geology & Planning	Status Change	02/01/22
	To: Faculty Emeritus Geography, Geology & Planning		
Rajinder Jutla	From: Professor Geography, Geology & Planning	Status Change	02/01/22
	To: Faculty Emeritus Geography, Geology & Planning		
Benjamin Timson	From: Professor Biomedical Sciences	Status Change	02/01/22
	To: Faculty Emeritus Biomedical Sciences		

Academic Personnel Board Actions, cont'd.

Page 4

Stephanie Hein	From: Department Head Associate Professor Hospitality Leadership To: Faculty Emeritus Hospitality Leadership	Status Change	07/01/22
Sarah McCallister	From: Department Head Professor Kinesiology To: Faculty Emeritus Kinesiology	Status Change	07/01/22
Debbie Corcoran	From: Senior Instructor Geography, Geology & Planning To: Faculty Emeritus Geography, Geology & Planning	Status Change	08/01/22
Kanghui Guo	From: Professor Mathematics To: Faculty Emeritus Mathematics	Status Change	08/01/22

Vote: \_\_\_\_\_ Yea  
          \_\_\_\_\_ Nay



**COMMENTS:**

**Mollie Adams, Assistant Professor, School of Accountancy**

Ph.D. Virginia Polytechnic Institute & State University, 2010

M.B.A. Missouri State University, 2003

B.S. Missouri State University, 1998

Experience: 2016 – Present, Associate Professor, Bradley University, Peoria, Illinois; 2017 – Present, Course Co-Instructor, Zagreb School of Economics & Management, Zagreb, Croatia; 2010 – 2016, Assistant Professor, Bradley University, Peoria, Illinois; 2006 – 2010, Ph.D. Student in Residence, Virginia Polytechnic Institute & State University, Blacksburg, Virginia; 2005, Course Instructor, Missouri State University, Springfield, Missouri; 2002, Course Instructor, Missouri State University, Springfield, Missouri.

**Michael Zheng, Assistant Professor, Finance & General Business**

Ph.D. Texas Tech University, Expected 2022

M.S. University of Minnesota, 2014

B.S. University of Oklahoma, 2012

Experience: 2021, Teaching Assistant; 2020, Teaching Assistant; 2020, Instructor; 2018, Learning Laboratory Instructor; 2015, Risk Analyst, Morgan Stanley, Beijing, China; 2014 – 2015, Product Specialist, Standard & Poor's Capital IQ, New York; 2014, Investment Banking Division Analyst, Hina Group, Beijing, China; 2013, Credit Analyst, Beijing, China.

**ADDENDUM A**

**The following have been appointed as Per Course Faculty for the fall semester: August 16, 2021 through December 17, 2021.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ampleman, James	Marketing	\$500.00
Bishop-Hopper, Andrea	Counseling Leadership & Spec Ed	\$4,890.00
Djordjevic, Vladan	Art & Design	\$2,448.00
Douglas, Jean	Counseling Leadership & Spec Ed	\$2,445.00
Iantria, Linnea	Geography Geology & Planning	\$4,012.50
Ibbetson, Sara	Psychology	\$1,630.00
James, Susanne	Counseling Leadership & Spec Ed	\$1,522.00
Kirn, Henry	School of Accountancy	\$4,500.00
Ramaley, Andrew	School of Anesthesia	\$4,800.00
Rivera, Amanda	School of Social Work	\$2,445.00
Self, Elizabeth	English	\$2,448.00
Thomas, Eloise	Psychology	\$2,745.00
Willette, Lauren	English	\$1,370.00

**The following have been appointed as Per Course Faculty for the spring semester: January 18, 2022 through May 20, 2022.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ampleman, James	Marketing	\$7,300.00
Armstrong, Brandi	School of Social Work	\$2,445.00
Athmer, Keith	Information Tech & Cybersecurity	\$4,000.00
Barnes, Jessica	History	\$2,700.00
Barragan, Kimberly	School of Social Work	\$2,445.00
Bishop-Hopper, Andrea	Psychology	\$2,445.00
Blackwell, Taylor	Information Tech & Cybersecurity	\$3,000.00
Bodenstein, Amanda	History	\$4,500.00
Brocaille, Nicole	Psychology	\$4,890.00
Choate, Lenetta	Psychology	\$5,490.00
Chyet, Michael	Foreign Language Institute	\$2,754.00
Clayton, Penny	Finance & General Business	\$4,000.00
Cook, Sherry	Marketing	\$4,012.00
Elliston, Hiromi	Foreign Language Institute	\$4,896.00
Embree, David	Religious Studies	\$2,700.00
Farha, Nicholas	Reading Foundations & Tech	\$7,200.00
Ford, Tiffany	Information Tech & Cybersecurity	\$3,000.00

Academic Personnel Board Actions, cont'd.

Page 7

Frietze, Joseph	Psychology	\$2,445.00
Gentile, Federica Wanda	Foreign Language Institute	\$4,896.00
Goodale, Deborah	Finance & General Business	\$6,600.00
Hart, Michelle	Graduate College	\$3,500.00
Haynes, Heather	History	\$5,400.00
Hill, David	History	\$3,000.00
Hogan, Joy	Kinesiology	\$1,596.00
Johnson, Charles	Political Science	\$3,000.00
Jordan, Billy	Communication	\$4,335.00
June, Lea	Psychology	\$2,445.00
Kent, Jennifer	School of Social Work	\$4,890.00
Kincaid, Jennifer	Psychology	\$2,445.00
Knight, Jack	Philosophy	\$6,308.00
Lagasse, Mary	Communication	\$11,000.00
Lansdown, Lynn	History	\$5,400.00
Larkin, Kathleen	Finance & General Business	\$4,500.00
Leasure, Stanley	Finance & General Business	\$12,950.00
Limon Lopez, Estevan	Psychology	\$2,745.00
Liu, Fan	Foreign Language Institute	\$4,896.00
Lukavich, Andrew	Information Tech & Cybersecurity	\$8,000.00
Martin, Erin	Psychology	\$5,490.00
Mattson, Curtis	Psychology	\$2,745.00
Miller, Kyle	History	\$6,000.00
Murdock, Rachel	Psychology	\$4,890.00
O'Neal, Stephanie	History	\$5,400.00
Opitz, Matthew	History	\$5,400.00
Paris, Dakota	Criminology & Criminal Justice	\$3,000.00
Patterson, Jane	Finance & General Business	\$9,000.00
Pendley, Robert	Information Tech & Cybersecurity	\$3,000.00
Pettijohn, James	Finance & General Business	\$11,572.00
Piston, Nancy	History	\$900.00
Potter, Ethan	School of Social Work	\$2,445.00
Rivera, Amanda	School of Social Work	\$2,445.00
Ryder, Christina	Sociology & Anthropology	\$2,850.00
Salinas, Patti	Criminology & Criminal Justice	\$8,000.00
Salloum, Georget	Foreign Language Institute	\$4,896.00
Schaffer, Bradley	School of Social Work	\$6,000.00
Schekorra, Jonathan	Marketing	\$3,300.00
Shaughnessy, Mackenzie	School of Social Work	\$2,445.00
Simpson, Ashley	History	\$5,400.00
Smith, Logan	History	\$2,700.00

Academic Personnel Board Actions, cont'd.

Page 8

Smith, Sharina	Finance & General Business	\$8,000.00
Smith, Susan	Political Science	\$6,000.00
Speckman, Cynthia	Communication	\$2,448.00
Tannehill, Micah	Finance & General Business	\$3,300.00
Temple, Renee	Kinesiology	\$1,862.00
Varava, Kira	Communication	\$5,508.00
Wan, Stephanie	Psychology	\$2,745.00

**ADDENDUM B****Supplemental payment for teaching assignments:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Agrawal, Deepti	Information Tech & Cybersecurity	\$9,500.00
Barnes, Ruth	Honors College	\$3,200.00
Basu Roy, Subhasree	Economics	\$6,398.00
Boyle, Michael	Honors College	\$2,400.00
Brattin, Rick	Information Tech & Cybersecurity	\$9,500.00
Breyfogle, Bryan	Chemistry	\$2,538.00
Busdieker-Jesse, Nichole	College of Agriculture	\$1,419.00
Dyer, Samuel	Honors College	\$2,800.00
Fan, Jinzi	Foreign Language Institute	\$2,448.00
Flannery, Timothy	Economics	\$2,070.00
Francka, Samantha	Honors College	\$2,400.00
	Marketing	\$4,000.00
Galloway, Julie	Economics	\$4,143.00
Gerasimchuk-Djordjevic, Maria	Art & Design	\$2,074.00
Gordon, Nancy	Reading Foundations & Tech	\$3,600.00
Greene, Brian	Honors College	\$2,800.00
Guo, Xiang	Information Tech & Cybersecurity	\$13,488.00
Hammond, Michael	School of Accountancy	\$3,837.00
Hass, Aida	Criminology & Criminal Justice	\$2,211.00
Herr, Christopher	Theatre & Dance	\$5,932.00
Irons, Chrystal	Marketing	\$3,300.00
Jamrose, Dennis	Marketing	\$12,937.00
Jennings, Bryan	Art & Design	\$1,646.00
Johns, Justin	School of Social Work	\$2,445.00
Jones, Steven	Honors College	\$3,200.00
Kaf, Wafaa	Honors College	\$3,200.00
Kotlaja, Marijana	Criminology & Criminal Justice	\$1,689.00
LaPrade, Jennifer	Criminology & Criminal Justice	\$1,689.00
Lovekamp, Lindsey	Counseling Leadership & Spec Ed	\$4,890.00
McClain, William	College of Agriculture	\$5,203.00
Menton, Megan	Counseling Leadership & Spec Ed	\$978.00
Meraz, Juan	Reading Foundations & Tech	\$3,600.00
Murray, Sarah	Biomedical Sciences	\$1,235.00
Neely, Jeremy	Honors College	\$2,400.00
Newman, Jonathan	Honors College	\$2,400.00
Obafemi-Ajayi, Tayo	Computer Science	\$7,588.00

Academic Personnel Board Actions, cont'd.

Page 10

Peddle, Zipporah	Theatre & Dance	\$2,651.00
Prescott, John	Honors College	\$3,200.00
Pulleyking, Micki	Honors College	\$2,400.00
Rajeev, Kaula	Information Tech & Cybersecurity	\$9,500.00
Rector, Paula	Criminology & Criminal Justice	\$1,292.00
Richter, Mark	Chemistry	\$2,627.00
Rimal, Arbindra	College of Agriculture	\$2,236.00
Rugutt, Joseph	Reading Foundations & Tech	\$3,600.00
Sandel, William	Criminology & Criminal Justice	\$1,689.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,248.00
Schlinder, Kelly	Foreign Language Institute	\$4,172.00
Shively, Eric	Reading Foundations & Tech	\$2,445.00
Sholley, Kathleen	Reading Foundations & Tech	\$815.00
Siebert, Matthew	Chemistry	\$1,698.00
Smith, Joshua	Honors College	\$3,200.00
Suttmoeller, Michael	Criminology & Criminal Justice	\$3,738.00
Templeton, Kelly Mark	Theatre & Dance	\$3,525.00
Troche, Julia	History	\$4,541.00
Walker, Alicia	Honors College	\$2,400.00
Winstead, Cynthia	Theatre & Dance	\$5,773.00
Wu, Yi	Foreign Language Institute	\$2,448.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$1,251.00

**ADDENDUM C**

**The following have been appointed as Graduate Teaching Assistants for the spring semester: January 10, 2022 through May 20, 2022.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Allee, Taylor	College of Agriculture	\$5,600.00
Anderson, Matthew	Chemistry	\$4,600.00
Baidoo, Joshua	Mathematics	\$4,600.00
Dyslin, Cora	Biology	\$4,600.00
Honey, Ummay	Physics Astronomy & Materials Science	\$5,600.00
Iqbal, Md Shaihan Bin	Physics Astronomy & Materials Science	\$5,600.00
Kirwa, Naum	Chemistry	\$5,600.00
Lundien, Hannah	Chemistry	\$5,600.00
Mahmud, Zia Uddin	Physics Astronomy & Materials Science	\$5,600.00
Matheney, Hannah	Biomedical Sciences	\$4,600.00
Mou, Marium Mostafiz	Physics Astronomy & Materials Science	\$5,600.00
Opoku Agyemang, Isaac	Communication	\$5,600.00
Pasula, Bhavana	Computer Science	\$4,600.00
Peters, Alyse	Biology	\$4,600.00
Pilarski, Autumn	Chemistry	\$4,600.00
Schouten, Ashley	Public Health & Sports Medicine	\$2,300.00
Son, Nayeon	Biology	\$4,600.00
Sukhbaatar, Adilchimeg	Chemistry	\$5,600.00
Volkova, Svetlana	Dept of Hospitality Leadership	\$4,600.00

III.C.2.

MISSOURI STATE UNIVERSITY

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for non-academic employees, as itemized below, are hereby approved.

**APPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Robert Brown	Academic Advisor/Retention Specialist College of Business	42	\$35,568 annually	09/29/21
Matthew Taylor	Centralized User Support Specialist Computer Services	33	\$45,709 annually	09/30/21
Michael Gardner	Supervisor, Campus Safety University Safety	26	\$39,603 annually	10/04/21
Melissa Stackpole	Custodian I Custodial Services	21	\$27,039 annually	10/04/21
Ryan Owrey	Organizational & Talent Development Specialist Office of Human Resources	42	\$42,500 annually	10/05/21
Jhansi Kesireddy	Coordinator, Residence Life Information Technology Residence Life, Housing & Dining Services	34	\$56,000 annually	10/11/21
John Boddie	Energy Management Technician Facilities Maintenance	27	\$48,521 annually	10/16/21
Adrian Balanean	Academic Records Specialist Registrar	13	\$31,429 annually	10/18/21
Greg Fansler	Executive Director of Engagement & Alumni Relations Alumni Relations	47	\$106,200 annually	10/18/21



Non-academic Personnel Board Actions, cont'd.

Page 2

Joshua Lippelman	Dispatch Specialist University Safety	24	\$30,680 annually	10/18/21
Janeen Michalak	Academic Administrative Assistant II Management	12	\$31,512 annually	10/18/21
Sara Moake	Accountant Financial Services	42	\$37,080 annually	10/18/21
Myles Gildard	Academic Technology Support Administrator McQueary College of Health & Human Services	34	\$53,500 annually	10/25/21
Kristie Conway	Research Archaeologist Center for Archaeological Research	43	\$40,000 annually	10/26/21
Joshua Hopkins	Distributed User Support Specialist College of Education	33	\$47,840 annually	11/01/21
Courtney Pinkham	Administrative Assistant III Center Resource Planning & Management	13	\$36,088 annually	11/01/21
Julianne Stovall	Administrative Specialist II Disability Resource Center	12	\$29,536 annually	11/01/21
Robert Ybanez	Administrative Specialist III Missouri State Outreach	13	\$32,178 annually	11/01/21
Tara Friga	Access Advisor Disability Resource Center	42	\$37,698 annually	11/08/21
Patrick Ahlstrand	Custodian I Plaster Student Union – Custodial	21	\$27,039 annually	11/15/21
Craig Amason	Associate Director, Ozarks Folklife Festival Library	44	\$62,000 annually	11/15/21 12/31/23

Non-academic Personnel Board Actions, cont'd.

Page 3

Gates Breedlove	Academic Advisor – Academic Advising & Transfer Center Advisement Center	42	\$35,568 annually	11/15/21
Jennifer Capps	Academic Advisor – Academic Advising & Transfer Center Advisement Center	42	\$37,000 annually	11/15/21
Stephanie Hashmi	Teacher Child Development Center	41	\$30,471 annually	11/15/21
Nicholas Horne	Director, TRIO-Upward Bound TRIO	42	\$50,000 annually	11/15/21
Bonnie Kettler	Administrative Assistant II Juanita K. Hammons Hall for Performing Arts	12	\$31,200 annually	11/15/21
Nichole Kobus	Custodian I Plaster Student Union	21	\$27,039 annually	11/15/21
Jeremy Onofrey	Custodian I Plaster Student Union	21	\$27,039 annually	11/15/21
Julie Anderson-Ituarte	Associate Director, Disability Resource Center-Access Technology Center Disability Resource Center	44	\$50,000 annually	11/29/21
Madison Hardy	Information Specialist Financial Aid	13	\$30,472 annually	11/29/21
Yingying Li	Accounting Specialist Office of Education Abroad (75% FTE)	13	\$24,570 annually	11/29/21
Morgan Marler	Administrative Assistant II Office of Education Abroad	12	\$30,368 annually	11/29/21
Charles Walters	Technology Support Specialist Facilities Management	33	\$50,440 annually	11/29/21

Non-academic Personnel Board Actions, cont'd.

Page 4

William McCoy	Custodian I Residence Life, Housing & Dining Services	21	\$27,039 annually	12/01/21
Maloleoia Tao Sio	Custodian I Residence Life, Housing & Dining Services	21	\$27,039 annually	12/01/21
Elizabeth Smith	Director of Development-West Plains Office of Development	44	\$60,000 annually	12/01/21
Chelsea Davis	Access Advisor Disability Resource Center	42	\$37,698 annually	12/13/21

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Tyler Landgraf	Athletic Trainer Athletic Medical & Rehabilitation	09/03/21
Edgar Lenzy	Custodian I Custodial Services	09/22/21
Natalee Tipton	Athletic Equipment Attendant Kinesiology	09/30/21
Monica Gray	Administrative Assistant III Office of Development	10/06/21
Megan Patton	Teacher Child Development Center	10/08/21
Stephen Carberry	Academic Advisor-Athletics Intercollegiate Athletics	10/11/21
Shelly LaChance	Assistant Teacher Child Development Center	10/15/21
Kaye Clark	Teacher Child Development Center	10/22/21

Non-academic Personnel Board Actions, cont'd.

Page 5

James Deal	Property Control Specialist Facilities Management	10/22/21
Benjamin Hunt	Coordinator, Employee Wellness Magers Health & Wellness Center	10/22/21
Kenneth Norris	Campus Safety Specialist University Safety	10/30/21
Erika Brame	Marketing Strategist Office of Strategic Communication	11/05/21
Michelle Gavel	Assistant Director Office of Financial Aid	11/05/21
Rachel Love	Teacher Training Specialist English Language Institute	11/05/21
Gail Eubanks	Field Placement & Compliance Specialist College of Education	11/12/21
Yun Wang	Programmer/Analyst Computer Services	11/26/21
Caitie Dyer	Transfer Advisor Academic Advising & Transfer Center	12/03/21
Taiylor Evans	Administrative Specialist II Agency for Teaching, Leading & Learning	12/03/21
Sarah Foster	Academic Advisor-Marketing, Retention & Recruitment Specialist College of Natural & Applied Sciences	12/31/21
Eunice Gititu	Physician Medical Staff Magers Health & Wellness Center	12/31/21
Larry Nichols	Regional Outreach Administrator Outreach	12/31/21

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Delores Joyce	Organizational & Talent Development Specialist Office of Human Resources	09/30/21
Tamra Bowen	Payroll Specialist Financial Services	11/30/21
Robert Brewer	Head Athletics Coach Intercollegiate Athletics	12/31/21
Russ Brock	Director Agency for Teaching, Leading & Learning	12/31/21
Jerome Compton	Project Manager – Architect Planning, Design & Construction	12/31/21
Jay Jenkins	Distributed User Support Specialist College of Humanities and Public Affairs	12/31/21
Sharon Lopinot	Executive Assistant II College of Education	12/31/21

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Holly Calkins	Telecommunications Technician Networking and Telecommunications	10/13/21 06/06/22

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Penny Bassen	Custodial Apprentice Custodial Services From: GR 20, \$22,495 annually To: GR 20, \$25,667 annually	Salary Adjustment	07/28/21
Michael Cramer	Custodial Apprentice Custodial Services From: GR 20, \$22,495 annually To: GR 20, \$25,667 annually	Salary Adjustment	07/28/21

Non-academic Personnel Board Actions, cont'd.

Page 7

Sandra McMillian	Custodian I Custodial Services From: GR 21, \$25,277 annually To: GR 21, \$27,039 annually	Salary Adjustment	07/28/21
Nicole Dalton	From: School Certifying Specialist Veteran Services GR 13, \$35,600 annually To: Assistant Director of Veteran Services Veteran Services GR 42, \$42,000 annually	Reclassification & Salary Adjustment	09/01/21
Delores Joyce	From: Organizational & Talent Development Specialist Office of Human Resources To: Staff Emeritus Office of Human Resources	Status Change	10/01/21
Kimberly Randol	From: Administrative Specialist II Donor Relations GR 12, \$30,216 annually To: Administrative Assistant II Donor Relations GR 12, \$31,200 annually	Status Change	10/11/21
Andrea Weber	From: Assistant Dean of Students Director of Student Conduct Student Affairs Administration GR 45, \$56,245 annually To: Assistant Vice President for Student Affairs/Dean of Student Dean of Students Office GR 49, \$113,100 annually	Promotion	10/11/21

Non-academic Personnel Board Actions, cont'd.

Page 8

Penny Bassen	From: Custodian Apprentice Custodial Services GR 20, \$25,667 annually To: Custodian I Custodial Services GR 21, \$27,039 annually	Promotion	10/14/21
Donnie Aleshire	Maintenance Electrician Facilities Maintenance From: GR 26, \$42,556 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
William Chastain	HVAC Mechanic Facilities Maintenance From: GR 26, \$42,740 annually To: GR 26, \$45,760 annually	Salary Adjustment	10/16/21
Willie Cortez	Maintenance General Mechanic Facilities Maintenance From: GR 25, \$35,539 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Tommy Darter	Maintenance Electrician Facilities Maintenance From: GR 26, \$42,556 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Tracey Epperson	Boiler Fireman Facilities Maintenance From: GR 25, \$36,674 annually To: GR 25, \$42,640 annually	Salary Adjustment	10/16/21
David Fortney	Boiler Fireman Facilities Maintenance From: GR 25, \$36,674 annually To: GR 25, \$42,640 annually	Salary Adjustment	10/16/21

Non-academic Personnel Board Actions, cont'd.

Page 9

Hobart Gardner	Maintenance General Mechanic Facilities Maintenance From: GR 25, \$34,875 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Tyler Gilbert	Warehouse & Delivery Clerk Facilities Management From: GR 21, \$24,981 annually To: GR 21, \$27,039 annually	Salary Adjustment	10/16/21
Eric Gribben	Locksmith Facilities Maintenance From: GR 24, \$35,520 annually To: GR 24, \$37,440 annually	Salary Adjustment	10/16/21
Derrick Hawkins	HVAC Food Service Mechanic Facilities Maintenance From: GR 26, \$41,199 annually To: GR 26, \$44,221 annually	Salary Adjustment	10/16/21
Brian Haynes	Maintenance Painter Facilities Maintenance From: GR 25, \$37,706 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Kevin Horst	Maintenance General Mechanic Facilities Maintenance From: GR 25, \$34,489 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Michael Kemp	Maintenance Electrician Facilities Maintenance From: GR 26, \$42,556 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Benjamin Morris	Boiler Fireman Facilities Maintenance From: GR 25, \$40,825 annually To: GR 25, \$42,640 annually	Salary Adjustment	10/16/21



Non-academic Personnel Board Actions, cont'd.

Page 10

James Morrison	Journeyman Plumber Facilities Maintenance From: GR 26, \$38,583 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Tyler Norcross	HVAC Food Service Mechanic Facilities Maintenance From: GR 26, \$40,872 annually To: GR 26, \$41,808 annually	Salary Adjustment	10/16/21
Charles Oney	HVAC Mechanic Facilities Maintenance From: GR 26, \$39,245 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
James Pitts	Maintenance Painter Facilities Maintenance From: GR 25, \$37,706 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
John Plybon	Maintenance Electrician Facilities Maintenance From: GR 26, \$42,556 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Francis Ryan	Maintenance General Mechanic Facilities Maintenance From: GR 25, \$34,789 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Matthew Schimmer	Access Control Specialist Facilities Maintenance From: GR 26, \$40,723 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Bonnie Schrader	Warehouse & Delivery Clerk Facilities Management From: GR 21, \$24,527 annually To: GR 21, \$27,040 annually	Salary Adjustment	10/16/21

Non-academic Personnel Board Actions, cont'd.

Page 11

Joe Treese	Journeyman Plumber Facilities Maintenance From: GR 26, \$39,800 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Marcus Ungeheier	Maintenance Electrician Facilities Maintenance From: GR 26, \$42,556 annually To: GR 26, \$43,680 annually	Salary Adjustment	10/16/21
Caleb Weiss	Maintenance General Mechanic Facilities Maintenance From: GR 25, \$34,489 annually To: GR 25, \$38,480 annually	Salary Adjustment	10/16/21
Jessica Balisle	From: Administrative Specialist II Ozarks Public Television GR 12, \$29,765 annually To: Operations & Compliance Coordinator, KSMU & Ozarks Public Television Broadcast Services GR 43, \$50,000 annually	Promotion	10/18/21
Kelly Schlinder	From: Coordinator Foreign Language Institute GR 42, \$43,650 annually To: Academic Advisor College of Education GR 42, \$38,253 annually	Status Change & Salary Adjustment	10/18/21
Michael Cramer	From: Custodian Apprentice Custodial Services GR 20, \$22,495 annually To: Custodian I Custodial Services GR 21, \$27,039 annually	Promotion	10/19/21

Non-academic Personnel Board Actions, cont'd.

Page 12

Abby Brown	<p>From: Administrative Coordinator Facilities Management GR 44, \$55,208 annually</p> <p>To: Systems Analyst Computer Services GR 35, \$58,415 annually</p>	<p>Status Change &amp; Salary Adjustment</p>	10/25/21
Jared Grimsley	<p>From: Residence Hall Director Residence Life, Housing &amp; Dining Services GR 42, \$37,253 annually</p> <p>To: Coordinator, Housing Assignments Residences Life, Housing &amp; Dining Services GR 42, \$45,200 annually</p>	<p>Status Change &amp; Salary Adjustment</p>	10/25/21
Melissa Warren	<p>From: Director, Interactive Video &amp; Off-campus Programs Missouri State Outreach GR 44, \$45,928 annually (90% FTE)</p> <p>To: Systems Analyst Computer Services GR 35, \$58,415 annually (100% FTE)</p>	<p>Status Change &amp; Salary Adjustment</p>	10/25/21
Amy Wright	<p>From: Assistant Teacher Child Development Center GR 40, \$24,048 annually</p> <p>To: Teacher Child Development Center GR 41, \$30,471 annually</p>	<p>Promotion</p>	10/25/21
Ruben Berry	<p>Administrative Assistant I Residence Life, Housing &amp; Dining Services From: GR 11, \$24,775 annually</p> <p>To: GR 11, \$27,914 annually</p>	<p>Salary Adjustment</p>	11/01/21

Non-academic Personnel Board Actions, cont'd.

Page 13

William Butts	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$21,167 annually To: GR 10, \$22,533 annually	Salary Adjustment	11/01/21
Melinda Clements	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$25,277 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21
Pamela Compton	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$25,400 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21
Kym Cunningham	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$25,277 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21
Susan Dugan	Residence Hall Receptionist Residence Life, Housing & Dining Services From: GR 10, \$21,067 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21
William Gibbs	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$21,167 annually To: GR 10, \$22,533 annually	Salary Adjustment	11/01/21
Donicia Goheen	Residence Hall Receptionist Residence Life, Housing & Dining Services From: GR 10, \$24,659 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21

Non-academic Personnel Board Actions, cont'd.

Page 14

Sheryl Hill	Residence Hall Receptionist Residence Life, Housing & Dining Services From: GR 10, \$25,569 annually To: GR 10, \$27,039 annually	Salary Adjustment	11/01/21
Jacqueline Jones	Payroll Specialist Financial Services From: GR 42, \$37,053 annually To: GR 42, \$41,499 annually	Transfer & Salary Adjustment	11/01/21
Natalie McNish	From: Interim Director Senior Auditor Office of Internal Audit & Risk Management GR 45, \$72,873 annually (\$2,000 monthly supplemental) To: Director Internal Audit & Risk Management \$120,000 annually	Promotion	11/01/21
Jennifer Meyer	Residence Hall Host/Hostess Residence Life, Housing & Dining From: GR 10, \$21,167 annually To: GR 10, \$22,533 annually	Salary Adjustment	11/01/21
Nathan Neuschwander	From: Graphic Designer Library GR 42, \$47,528 annually To: Technology Strategist Library GR 43, \$51,028 annually	Reclassification & Salary Adjustment	11/01/21
Michelle Oliver	Residence Hall Receptionist Residence Life, Housing & Dining Services From: GR 10, \$21,064 annually To: GR 10, \$22,533 annually	Salary Adjustment	11/01/21

Non-academic Personnel Board Actions, cont'd.

Page 15

Juli Panza	<p>From: Co-Director Professional Education Services – Advisement College of Education GR 46, \$58,842 annually</p> <p>To: Director, Professional Education Services College of Education GR 47, \$72,000 annually</p>	<p>Reclassification &amp; Salary Adjustment</p>	11/01/21
Stacie Reeves	<p>Residence Hall Receptionist Residence Life, Housing &amp; Dining Services</p> <p>From: GR 10, \$26,415 annually</p> <p>To: GR 10, \$27,039 annually</p>	Salary Adjustment	11/01/21
Timothy Richardson	<p>Residence Hall Host/Hostess Residence Life, Housing &amp; Dining Services</p> <p>From: GR 10, \$25,277 annually</p> <p>To: GR 10, \$27,039 annually</p>	Salary Adjustment	11/01/21
Terasa Sheppard	<p>Residence Hall Host/Hostess Residence Life, Housing &amp; Dining Services</p> <p>From: GR 10, \$23,940 annually</p> <p>To: GR 10, \$27,039 annually</p>	Salary Adjustment	11/01/21
Dawn Stanton	<p>Residence Hall Receptionist Residence Life, Housing &amp; Dining Services</p> <p>From: GR 10, \$21,167 annually</p> <p>To: GR 10, \$22,533 annually</p>	Salary Adjustment	11/01/21

Non-academic Personnel Board Actions, cont'd.

Page 16

Angela Strider	<p>From: Assistant Director, Residence Life Business Services Residence Life, Housing &amp; Dining Services GR 45, \$57,473 annually</p> <p>To: Associate Director Business Services Residence Life, Housing &amp; Dining Services GR 47, \$69,000 annually</p>	Reclassification & Salary Adjustment	11/01/21
Susan Veach	<p>From: Payroll Technician Financial Services GR 13, \$33,860 annually</p> <p>To: Payroll Specialist Financial Services GR 42, \$37,923 annually</p>	Promotion	11/01/21
Nathan Yancy	<p>Residence Hall Host/Hostess Residence Life, Housing &amp; Dining Services From: GR 10, \$25,408 annually To: GR 10, \$27,039 annually</p>	Salary Adjustment	11/01/21
Melissa Lafarlette	<p>From: Administrative Specialist II Public Health &amp; Sports Medicine GR 12, \$30,483 annually</p> <p>To: Academic Administrative Assistant II Public Health &amp; Sports Medicine GR 12, \$30,483 annually</p>	Status Change	11/08/21
Joseph Pfankuch	<p>From: Information Specialist Financial Aid GR 13, \$30,471 annually</p> <p>To: Financial Aid Counselor Financial Aid GR 42, \$35,568 annually</p>	Promotion	11/08/21

Non-academic Personnel Board Actions, cont'd.

Page 17

Kimberly Phipps	<p>From: Administrative Assistant II          Printing Services          GR 12, \$34,675 annually</p> <p>To: Administrative Specialist III          Printing Services          GR 13, \$36,587 annually</p>	Reclassification & Salary Adjustment	11/15/21
Debra Goodwin	<p>From: Administrative Specialist II          University Advancement          GR 12, \$34,221 annually</p> <p>To: Administrative Assistant III          Office of Development          GR 13, \$38,002 annually</p>	Promotion	11/22/21
Stacie Reeves	<p>From: Residence Hall Receptionist          Residence Life, Housing &amp; Dining          Services          GR 10, \$27,039 annually</p> <p>To: Accounting Specialist          Residence Life, Housing &amp; Dining          Services          GR 13, \$35,360 annually</p>	Promotion	11/29/21
Tamra Bowen	<p>From: Payroll Specialist          Financial Services</p> <p>To: Staff Emeritus          Financial Services</p>	Status Change	12/01/21
Debbie Branson	<p>From: Associate Director Alumni          Relations          Alumni Relations          GR 43, \$59,344 annually</p> <p>To: Director of Foundation Relations          Office of Development          GR 44, \$63,066 annually</p>	Promotion	12/01/21
Robert Brewer	<p>From: Head Athletics Coach          Intercollegiate Athletics</p> <p>To: Staff Emeritus          Intercollegiate Athletics</p>	Status Change	01/01/22



Non-academic Personnel Board Actions, cont'd.

Page 18

Jay Jenkins	From: Distributed User Support Specialist College of Humanities & Public Affairs	Status Change	01/01/22
	To: Staff Emeritus College of Humanities & Public Affairs		
Sharon Lopinot	From: Executive Assistant II College of Education	Status Change	01/01/22
	To: Staff Emeritus College of Education		

Vote: \_\_\_\_\_ Yea  
          \_\_\_\_\_ Nay

III.C.3.

MISSOURI STATE UNIVERSITY

BE IT RESOLVED by the Board of Governors of Missouri State University that the salary adjustments indicated for Non-academic employees, as itemized below, are effective January 1, 2022

<u>Name</u>	<u>Department</u>	<u>Current Salary</u>	<u>Amount of Increase</u>	<u>New Salary</u>
Acharya , Sreekanth	Computer Services	\$62,465.00	\$3,123.25	\$65,588.25
Admire , Glena	College of Humanities & Public Affairs	\$32,891.00	\$1,200.00	\$34,091.00
Akers , Leslie	College of Agriculture	\$31,234.00	\$936.63	\$32,170.63
Alaimo , Ian	McQueary College of Health & Human Svcs	\$79,099.00	\$4,001.00	\$83,100.00
Balanean , Adrian	Registrar	\$31,428.20	\$2,808.60	\$34,236.80
Berry , Melissa	Inst. Equity & Compliance	\$87,643.00	\$4,857.00	\$92,500.00
Blades , Susan	Missouri State Outreach	\$38,356.00	\$2,500.00	\$40,856.00
Bledsoe , Nate	Postal Services	\$24,048.00	\$2,867.20	\$26,915.20
Brennan , Kelly	Marketing & Communications	\$44,748.00	\$2,000.00	\$46,748.00
Bridges , Kelly	Faculty Center for Teaching/Learning	\$31,912.00	\$2,000.00	\$33,912.00
Clouse , Nick	Faculty Center for Teaching/Learning	\$42,421.00	\$2,000.00	\$44,421.00
Coffman , Steven	Networking & Telecommunications	\$83,696.00	\$8,369.60	\$92,065.60
Cole , Andrew	College of Humanities & Public Affairs	\$47,080.00	\$3,000.00	\$50,080.00
Conlon , Shannon	Library	\$39,519.00	\$500.00	\$40,019.00
Coones , Jacqui	Development	\$65,998.00	\$6,000.00	\$71,998.00
Denson , Cody	Cybersecurity & Enterprise System	\$60,167.00	\$4,211.69	\$64,378.69
Dickerson , Kerry	University Advancement	\$81,813.00	\$10,000.00	\$91,813.00
Euglow , Becca	Registrar	\$31,448.00	\$2,788.80	\$34,236.80
Ferguson , Wendy	Development	\$104,950.00	\$5,050.00	\$110,000.00
Fox , Michael	Networking & Telecommunications	\$40,168.00	\$5,591.12	\$45,759.12
Gisselman-France , Tracie	Library	\$45,498.00	\$250.00	\$45,748.00
Golden , Mary Lynne	Provost Office	\$55,664.00	\$1,500.00	\$57,164.00
Hackeson , Michael	Networking & Telecommunications	\$60,233.00	\$7,227.96	\$67,460.96
Hamon , Pascal	English Language Institute	\$56,284.00	\$2,251.00	\$58,535.00
Harter , Sharon	McQueary College of Health & Human Svcs	\$27,480.00	\$2,520.00	\$30,000.00
Hernandez , Tamara	Office of Human Resources	\$37,256.00	\$500.00	\$37,756.00
Hill , Callie	Office of Human Resources	\$41,200.00	\$500.00	\$41,700.00
Hook , Joi	College of Education	\$31,448.00	\$4,097.00	\$35,545.00
Hurt , Timothy	Computer Services	\$47,080.00	\$5,649.60	\$52,729.60
Jennings , Shannon	Cybersecurity & Enterprise System	\$60,167.00	\$4,211.69	\$64,378.69
Kelley , Bart	Office of Human Resources	\$62,027.00	\$750.00	\$62,777.00
Lawson , Jeffrey	Library	\$34,695.00	\$250.00	\$34,945.00
Lee , Jason	Networking & Telecommunications	\$60,167.00	\$3,610.02	\$63,777.02
Long , Shelia	College of Agriculture	\$27,614.00	\$2,002.60	\$29,616.60

Marcum , Drew	College of Business	\$50,847.00	\$3,000.00	\$53,847.00
Mawhiney , Shannon	Library	\$47,993.00	\$250.00	\$48,243.00
Mayes , Hillary	McQueary College of Health & Human Svs	\$60,603.00	\$4,397.00	\$65,000.00
McComb , Shawn	Computer Services	\$47,080.00	\$3,766.40	\$50,846.40
McGinnis , Rachel	Research Administration	\$87,452.00	\$10,591.92	\$98,043.92
Menefee , Kelsey	Advancement Services	\$41,338.00	\$5,000.00	\$46,338.00
Mings , Deidre	Office of Human Resources	\$61,800.00	\$750.00	\$62,550.00
Mitchell , Shirley	Provost Office	\$57,942.00	\$1,000.00	\$58,942.00
Moentnish , Shirley	Library	\$46,061.00	\$250.00	\$46,311.00
Munoz Aliaga , Rut	Networking & Telecommunications	\$60,167.00	\$1,805.01	\$61,972.01
Murphy , Donna	McQueary College of Health & Human Svs	\$30,707.00	\$1,500.00	\$32,207.00
Murphy , Robert	Networking & Telecommunications	\$39,149.00	\$6,610.12	\$45,759.12
Parnell , Patrick	International Services	\$61,849.00	\$3,092.00	\$64,941.00
Patton , Tracy	Library	\$43,214.00	\$500.00	\$43,714.00
Peace , Robert	Networking & Telecommunications	\$60,167.00	\$1,805.01	\$61,972.01
Petr , Jeffrey	Cybersecurity & Enterprise System	\$71,212.00	\$4,984.84	\$76,196.84
Pierpoint , Sophie	Development	\$65,887.00	\$2,500.00	\$68,387.00
Pomrening , Holly	Magers Health and Wellness Center	\$25,449.00	\$2,631.00	\$28,080.00
Ponder , Crystal	Office of Human Resources	\$41,200.00	\$500.00	\$41,700.00
Rainwater , Greg	Provost Office	\$76,084.00	\$2,000.00	\$78,084.00
Raymer , Kai	Web Strategy & Development	\$39,760.00	\$1,500.00	\$41,260.00
Reed , Jerilyn	Magers Health and Wellness Center	\$51,575.00	\$3,275.00	\$54,850.00
Reese , Chantz	College of Agriculture	\$28,809.00	\$864.27	\$29,673.27
Reger , Elizabeth	College of Business	\$66,442.00	\$2,500.00	\$68,942.00
Reichling , Sue	Library	\$39,192.00	\$250.00	\$39,442.00
Rogers , Michael	Information Security	\$48,864.00	\$3,420.48	\$52,284.48
Satake , Yosuke	Planning, Design & Construction	\$44,700.00	\$4,300.00	\$49,000.00
Schmidt , Karl	Development	\$73,327.00	\$2,000.00	\$75,327.00
Shively , Eric	McQueary College of Health & Human Svs	\$60,717.00	\$4,000.00	\$64,717.00
Snyder , Sheira	McQueary College of Health & Human Svs	\$30,216.00	\$2,024.00	\$32,240.00
Sparks , Andrew	Computer Services	\$62,796.00	\$2,511.84	\$65,307.84
Stewart , Marjorie	Career Center	\$50,724.00	\$2,100.00	\$52,824.00
Stopczynski , Stacey	Computer Services	\$40,129.00	\$3,210.32	\$43,339.32
Strong , Elizabeth	Education Abroad	\$61,927.00	\$3,096.00	\$65,023.00
Stuppy , Joshua	Networking & Telecommunications	\$83,696.00	\$8,369.60	\$92,065.60
Swope , Juliana	College of Business	\$36,394.00	\$1,500.00	\$37,894.00
Taylor , Eric	Faculty Center for Teaching/Learning	\$49,668.00	\$2,000.00	\$51,668.00
Tebo , Kim	Registrar	\$31,448.00	\$2,788.80	\$34,236.80
Thompson , Dustin	College of Humanities & Public Affairs	\$37,253.00	\$4,470.00	\$41,723.00
Toebben , Braden	McQueary College of Health & Human Svs	\$31,181.00	\$539.00	\$31,720.00
Turk , Scott	Cybersecurity & Enterprise System	\$60,167.00	\$4,211.69	\$64,378.69
Wade , Lori	McQueary College of Health & Human Svs	\$34,094.00	\$1,500.00	\$35,594.00

Weber , Krishia	Magers Health and Wellness Center	\$27,205.88	\$3,994.12	\$31,200.00
Wheeler , Mark	Planning, Design & Construction	\$105,648.00	\$4,352.00	\$110,000.00
Wood , Mike	Career Center	\$50,724.00	\$2,100.00	\$52,824.00
Yeap , Emily	University Communications	\$40,748.00	\$1,430.00	\$42,178.00

Vote: \_\_\_\_\_ Yea  
 \_\_\_\_\_ Nay

III.D.1.

**RECOMMENDED ACTION** - Approval of Procurement Activity Report

The following resolution was moved by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the attached Activity Report for all reportable actions since the last Board of Governors' meeting, as presented by the Office of Procurement Services, be approved.

**VOTE:**      **AYE** \_\_\_\_\_  
                  **NAY** \_\_\_\_\_

**COMMENTS:**

Recommend the attached report summarizing all reportable Office of Procurement Services activity from October 5, 2021 through November 30, 2021 be approved.

**ACTIVITY REPORT  
MISSOURI STATE UNIVERSITY  
OFFICE OF PROCUREMENT SERVICES**

**FOR APPROVAL**

**Single Feasible Source > \$250,000**

**Software for Faculty Database  
Office of the Provost**

**\$548,494.93  
(Five-Year Agreement)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the Office of the Provost has requested a five-year renewal of Faculty Success (formerly Activity Insight, formerly Digital Measures) by Watermark software in the amount of \$411,431.03.

Since 2005, Faculty Success by Watermark software has been providing a database system that collects, stores, and reports activity of the University's faculty. These activities include producing curriculum vitae for state mandated reporting of faculty credentials, producing required reports for accreditation purposes, and producing applications for tenure, promotion, and annual compensation.

An additional \$137,063.90 initial five-year term expense for the Watermark Review, Promotion and Tenure (RPT) workflow module will enable the University to make better use of the accumulated faculty data to be used as part of the annual review process, tenure and promotion, and other review processes that require a workflow. Other faculty review processes may include the Professor Salary Incentive Program (PSIP), Foundations Awards, and other emerging faculty recognitions.

Watermark's Faculty Success and RPT allows agreements of its software in increments of three or five years only. The University has chosen to renew the Faculty Success agreement for five years and implement the RPT agreement for five years.

Faculty Success software has been quoted to be purchased in five installments, which are first year \$74,458.65, second year \$78,181.58, third year \$82,090.66, fourth year \$86,195.19, and fifth year \$90,504.95 for a total of \$411,431.03.

RPT software has been quoted in five installments, which are first year \$24,805.11, second year \$26,045.37, third year \$27,347.63, fourth year \$28,715.02, and fifth year \$30,150.77, for a total of \$137,063.90.

October 5, 2021 through November 30, 2021

**ACTIVITY REPORT  
PAGE TWO**

Total cost of this five-year software agreement is \$548,494.93, comprised of \$411,431.03 for Faculty Success and \$137, 063.90 for RPT as detailed above.

As the manufacturer and distributor, Watermark is the sole source provider of the software and support services for Faculty Success and RPT by Watermark.

**Note: Funding to be from the Office of the Provost carryforward.**

**Contract amendments that cause the estimated value of a contract/agreement to be exceeded by 25% or \$50,000, whichever is less**

<b>Student Health Plan – International Students Only Magers Health &amp; Wellness Center</b>	<b>\$1,155,440.00 (Estimated)</b>
--	---------------------------------------

Recommend amending Contract C6877-1 Student Health Plan – International Students Only, to extend the upcoming expiring agreement for the insurance policy through Academic Health Plans, to cover the period August 10, 2022 through August 10, 2023.

University international student health insurance provides economical, high quality healthcare coverage, and the UnitedHealthcare policy is rated as gold level compliant under the Affordable Care Act.

As the broker for the insurance, Academic Health Plans has served Missouri State University students for approximately 16 years and has provided excellent service and partnership to resolve possible challenges that could arise.

Per the terms of the contract, the premium is negotiated annually, based on factors that include market conditions, number of student participants, and loss history.

Even with a premium increase, the rate is viewed as favorable given uncertainties relating to COVID-19, medical/pharmacy trends of 9% to 11%, a significant drop in enrollment, high-cost claimants, and a higher benchmark rate at the University of Missouri/Columbia.

The University’s proposed amended individual student premium would be \$1,616.00 for FY23, which represents a 4.0% increase over the current premium of \$1,554.00. University of Missouri/Columbia’s premium was materially higher at \$2,227.00 for FY21 and has been expected to continually increase.

**ACTIVITY REPORT  
PAGE THREE**

International student insurance is funded from required student fees, and each student pays the cost of their own premium. The plan is fully integrated with the Magers Health and Wellness Center such that if covered medical service is provided at the clinic, then it is paid completely for the insured student, without copay or deductible.

<u>Amendment/Renewal</u>	<u>Premium</u>	<u>Premium Increase</u>	<u>International Students Enrollment – Insurance</u>
Amendment Three FY23	\$1,616.00	+4.0%	715*
Amendment Two FY22	\$1,554.00	+11.0%	687
Amendment One FY21	\$1,400.00	+1.9%	519
Renewal Four FY20	\$1,374.00	+4.6%	1,031
Renewal Three FY19	\$1,314.00	+2.3%	904
Renewal Two FY18	\$1,284.00	0.0%	1,129
Renewal One FY17	\$1,284.00	+5.6%	1,224
Year One FY16	\$1,216.00	N/A	1,208
*Estimated			

International student premiums are funded from required student fees, and each student pays the cost of their own premium.

**Note: Premiums to be paid by the students.**

**FOR INFORMATIONAL PURPOSES ONLY**

**Single purchase > \$100,000 that was competitively bid**

**Transit Equipment – Bus \$161,883.00  
West Plains Business Office**

In response to the COVID crisis, the West Plains campus is purchasing a 44-seat passenger bus to ensure the physical safety of students, reduce transmission of COVID potential, continue social distancing, and provide safe traveling to and from campus. The health and welfare of students, faculty, and staff is a highly valued consideration, and this procurement action is directly in response to the unintentional spreading of COVID-19.



**ACTIVITY REPORT  
PAGE FOUR**

As with all grant costs, the University will maintain adequate documentation as required by 2 CFR § 200.403(g). Documentation is to support the reasonableness of the costs, consistent with the cost principles in 2 CFR part 200 subpart E of the Uniform Guidance. The University will also follow equipment guidelines under 2 CFR § 200.313 in 2 CFR part 200 subpart D of the Uniform Guidance.

Per Higher Education Emergency Relief Fund (HEERF) III FAQ's, American Rescue Plan (ARP) Act of 2021, published May 11, 2021, prior approval for many types or purchases, including equipment, is not required for any formula grants under the HEERF program, from March 13, 2020 through the period of grant performance specified on the institution's Grant Award Notifications (GANs).

One response was received from the required advertising and the issuance of a Request for Quotation (RFQ) to four contractors.

Recommend issuance of a purchase order for \$161,883.00 to Midwest Transit Equipment Incorporation, as the only solicitation respondent, for a new 2020 Freightliner Startrans PS2 Executive Series 44-passenger bus.

**Note: Funding to be from West Plains COVID 2021 Capital Equipment Vehicles B99918 042050 75002 063.**

**Contracts for the purchase of goods and services estimated > \$100,000**

**Air Charter Transportation Services** **\$172,496.08**  
**Intercollegiate Athletics – Men's and Women's Basketball** **(Estimated)**

In response to required advertising, and transmittals of solicitations to seven (7) contractors, the incumbent was the only bid received for air charter transportation. Services are to be for nine (9) trips for the Men's and Women's Basketball team for the 2021/2022 season.

<b>Contractor</b> – Minimum Seating Capacity is 30	<b>Price</b>
CharterSearch (Incumbent)	\$172,496.08

Payment terms are to be a combined 50% deposit for all trips after contract award. Individual balances are due 60 days prior to each actual departure date and can be negotiable if required.

October 5, 2021 through November 30, 2021

**ACTIVITY REPORT  
PAGE FIVE**

**Men’s Basketball**

<b>Date</b>	<b>University</b>	<b>Location</b>
12.01.21	Illinois State University	Normal, Illinois
01.25.22	Indiana State University	Terre Haute, Indiana
02.08.22	Drake University	Des Moines, Iowa
02.19.22	University of Northern Iowa	Waterloo, Iowa
02.25.22	Evansville University	Evansville, Indiana

**Women’s Basketball**

<b>Date</b>	<b>University</b>	<b>Location</b>
12.06.21	South Dakota State University	Brookings, South Dakota
01.12.22	University of Northern Iowa	Waterloo, Iowa
02.17.22	Illinois State University	Normal, Illinois
03.08.22	MVC Tournament	Moline, Illinois

**Note: Funding to be from ongoing operational budgets.**

**Single Feasible Source > \$100,000**

**Chorale Performance Tour** **\$204,750.00 - \$216,000.00**  
**Music – College of Arts and Letters (COAL)** **(Estimated)**

Recommend issuance of a purchase order to Perform International to organize, sponsor, and provide travel arrangements and related services for the University Chorale to participate in a concert tour of South Africa from May 21, 2022 to June 8, 2022.

Perform International is an Atlanta-based travel service with specialization in international group performance tours, specifically in major United States concert markets. Major tours for the University Chorale occur once every year, most often in May, and the Director of Choral Studies has utilized this company since 2013. Perform International organized the chorale trip to Washington, D.C. for the 58th Presidential Inauguration, the chorale tour to Massachusetts and New York in May 2019, and its tours to Scandinavia and China, in summer 2018.

October 5, 2021 through November 30, 2021

**ACTIVITY REPORT  
PAGE SIX**

Included in the above amount is ground transportation, lodging, concert organization, and selected meals. The total reported cost is based on 45 to 47 participants, funded primarily by participating students, and paid by the University. One sponsor will be at no cost.

Cost is subject to change based on the final determination of the program details including performance locations, exchange experiences with local choirs, and meal plan.

Payment to Perform International is to be made in installments throughout 2021-2022, with the final balance due approximately March 15, 2022.

Other expenses may be paid directly to service providers when reservations are made, or when the activity has been completed.

**Estimated Cost 45 – 47 Travelers May 21, 2020 – June 8, 2022**

<b>Type</b>	<b>Destination</b>	<b>Estimated Total</b>	<b>Estimated Total Per Person</b>
Airfare	Springfield to Cape Town	\$82,845.00 - \$86,527.00	\$1,841.00 Per 45 – 47 Tickets
Airfare	Cape Town to Johannesburg	\$8,100.00 - \$8,460.00	\$180.00 Per 45 -47 Tickets
Land	Hotels, Multiple Room Occupancy, Coaches, Meals, Concert Management, Kruger National Park	\$113,805.00 - \$121,013.00	\$2,529.00 - \$2,574.74 Per 45 – 47 Tickets
<b>Total</b>		<b>\$204,750.00 - \$216,000.00</b>	

**ACTIVITY REPORT  
PAGE SEVEN**

**Estimated Payment Schedule by Students to University**

**\$4,550.00 X 45 = \$204,750.00 - \$4,596.00 X 47 = \$216,000.00**

<b>Payment Dates</b>	<b>Estimated Total</b>	<b>Estimated Total Per Person</b>
October 1, 2021*	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
November 1, 2021	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
December 1, 2021	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
January 1, 2022	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
February 1, 2022	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
March 1, 2022	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
April 1, 2022	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
May 1, 2022	\$25,593.75 - \$27,000.00	\$568.75 - \$574.47
<b>Total</b>	<b>\$204,750.00 - \$216,000.00</b>	

\*Student payments have been processed for October 1, 2021.

**Estimated Payment Schedule by University to Perform International**

<b>Date</b>	<b>Estimated Total</b>	<b>Estimated Total Per Person</b>
October 31, 2021	\$5,750.00	\$127.78 - \$122.34 Per 45 -47 Persons
November 30, 2021	\$22,500.00 - \$23,500.00	\$500.00 Per 45 -47 Persons
January 15, 2022	\$22,500.00 - \$23,500.00	\$500.00 Per 45 - 47 Persons
February 15, 2022	\$67,500.00 - \$70,500.00	\$1,500.00 Per 45 -47 Persons
March 15, 2022	\$86,500.00 - \$92,750.00	Balance Due, \$1,922.22 - \$1,973.40 Per 45 -47 Persons
<b>Total</b>	<b>\$204,750.00 - \$216,000.00</b>	

October 5, 2021 through November 30, 2021

**ACTIVITY REPORT  
PAGE EIGHT**

**Note: Funding to be from participating students, with additional funds from Choral Endowment Foundation FN4435 102022 and College of Arts and Letters (COAL) Chorale Trip B02032 102022 045.**

**Single purchase > \$100,000 < \$250,000 from established cooperative contract**

<b>Juniper Network Equipment</b>	<b>\$210,000.00</b>
<b>Networking and Telecommunications</b>	<b>(Estimated)</b>

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks to utilize BlueAlly Cooperative Contract 528897-126 through PEPPM.

The purpose of this procurement is to obtain Juniper network equipment and maintenance services to provide network connectivity for the new residence hall on Holland Avenue, and to replace older equipment on the Springfield campus.

**Note: Funding to be from the Networking and Telecommunications FY22 operational budget.**

**Single Feasible Source > \$100,000**

<b>Journal Subscription Renewals</b>	<b>\$216,908.78</b>
<b>Meyer Library</b>	

Payment to be processed to Elsevier B.V. for the e-subscription fee for electronic access to subscribed titles of the Science Direct Collections, Electronic Subscription Fee, Societies Fee, and Cell Press Collection published by Elsevier Incorporated.

Included journals represent all fields, but primarily focus on the physical and life sciences, and to some extent the social sciences and business. Elsevier aggregates the content of the journals into an online platform, or gateway known as the Science Direct. Use of one platform or gateway enables a student or faculty member to search all magazines, or to search by specific or individual titles.

October 5, 2021 through November 30, 2021

**ACTIVITY REPORT**  
**PAGE NINE**

The University has previously subscribed to these 206 journals through its contract vendor, Harrassowitz. However, Harrassowitz no longer offers any extension of credit or prepayment subscription discount on these titles, as they have in the past. Therefore, the University now works directly with the publisher, Elsevier B.V. By subscribing directly, the savings to the University is one percent (1%). The period covered by these renewals is January 1, 2022 through December 31, 2022.

**Note: Funding to be from ongoing operational budgets.**

III.E.1.

MISSOURI STATE UNIVERSITY

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for non-academic employees, as itemized below, are hereby approved.

**APPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Marcella Bean	Academic Admin. Assistant III WP Nursing & Allied Health	13	\$36,607 annually	10/18/2021
Lauren Kerley	Administrative Specialist II WP Financial Aid	12	\$30,472 annually	11/01/2021

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Donna Monticelli	From: Admin. Asst. II WP Univ./Comm. Programs GR 12, \$30,138 annually To: Admission Counselor WP Admissions GR 41, \$31,199 annually	Promotion	10/25/2021

Vote: \_\_\_\_\_ Yea  
          \_\_\_\_\_ Nay

IV.B.

RECOMMENDED ACTION – Approval of a resolution to acknowledge the Board of Governors Citizen Scholar Award Recipients.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the Missouri State University Board of Governors wishes to encourage and recognize outstanding students; and

**WHEREAS**, the Board of Governors Citizen Scholar Award has been established to honor students each year who exemplify both academic success and the Public Affairs mission of the University; and

**WHEREAS**, the intent of the Citizen Scholar Award is to identify and recognize students who met criteria that included Ethical Leadership, Cultural Competence, and Community Engagement.

**NOW THEREFORE, BE IT RESOLVED** that the following students be approved as Citizen Scholars for 2021-2022 and that their names be added to the Citizen Scholar Wall.

- Diana Dudenhoeffer
- Manuel José Elivo-Jerez
- Emily Fessler
- Cole Howerton
- Weston Phipps
- Morgan Spoor

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**Comments:** The Citizen Scholar Award recipients were selected by the Citizen Scholars Subcommittee of the Board of Governors at a meeting held on October 6, 2021 and are recommended for approval by the Board of Governors at the December 16, 2021 meeting. These individuals were selected from a pool of seventeen (15) nominees.



## VI.B.

### **CBHE-APPROVED MISSION DESCRIPTION**

#### **REDLINE**

Missouri State University, located in Springfield, is a comprehensive university with a statewide mission in public affairs. Missouri State University is designated as a selective institution.

Missouri State University serves the state by offering baccalaureate and master's, and professional doctoral degrees in the arts and humanities, teacher education, agriculture, and the natural, health and social sciences appropriate to a teaching institution with a predominately undergraduate student body and a broad range of master's and professional programs. Missouri State University does not offer first-professional degrees as defined in 6 CSR 10-4.010(9)(C)(3)degrees. Missouri State also offers professional doctorate degrees in audiology, physical therapy, nursing practice and nurse anesthesia. Missouri State has particular strengths in business-related fields, agriculture, teacher education, environmental sciences and allied health disciplines.

Missouri State University also fulfills its mission by offering services to promote and sustain economic development, small business development, and workforce development, in addition to a broad range of academic and cultural activities and events.

Consistent with the provisions of 173.030(8) RSMo, Missouri State University every five years will provide to the Coordinating Board evidence of fulfilling its CBHE-approved mission description.

#### **CLEAN**

Missouri State University, located in Springfield, is a comprehensive university with a statewide mission in public affairs. Missouri State University is designated as a selective institution.

Missouri State University serves the state by offering baccalaureate and master's, and professional doctoral degrees in the arts and humanities, teacher education, agriculture, and the natural, health and social sciences appropriate to a teaching institution with a predominately undergraduate student body and a broad range of master's and professional programs. Missouri State University does not offer first-professional degrees as defined in 6 CSR 10-4.010(9)(C)(3). Missouri State has particular strengths in business-related fields, agriculture, teacher education, environmental sciences and allied health disciplines.

Missouri State University also fulfills its mission by offering services to promote and sustain economic development, small business development, and workforce development, in addition to a broad range of academic and cultural activities and events.

Consistent with the provisions of 173.030(8) RSMo, Missouri State University every five years will provide to the Coordinating Board evidence of fulfilling its CBHE-approved mission description.

VI.D.1.

**RECOMMENDED ACTION – Delegation of Authority to University President Regarding the Temporary Imposition or Modification of University Policies in Response to COVID-19.**

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, as per the Missouri Constitution and Chapters 172 and 174 of the Missouri Revised Statutes, the powers of general control and management of Missouri State University are vested in its Board of Governors;

**WHEREAS**, as further clarified and delineated in its Bylaws, the Board of Governors are specifically responsible for adopting policies for the governance of the University and fixing the conditions of employment for all faculty and staff;

**WHEREAS**, on March 11, 2019, the World Health Organization announced that the novel coronavirus infection disease of 2019 (“COVID-19”) is a pandemic;

**WHEREAS**, on March 13, 2020, the President of the United States declared a national state of emergency due to the outbreak of COVID-19;

**WHEREAS**, on March 13, 2020, the Governor of the State of Missouri declared a state-wide state of emergency due to the outbreak of COVID-19;

**WHEREAS**, since that time, both the Delta and Omicron variants of COVID-19 have reached the United States and Missouri, resulting in both national and local surges in COVID-19 infections;

**WHEREAS**, on or about July 21, 2021, the Greene County Commission issued a “declaration of local emergency,” due to prevalence and concentration of the COVID-19 Delta variant throughout southwest Missouri;

**WHEREAS**, the federal government has issued several COVID-19 mandates related to vaccination, masking, and other safety precautions, some of which have implications for the University and its campus community members, subject to judicial review;

**WHEREAS**, various, ongoing, and often time-sensitive decisions must be made to enable the University to carry out its educational mission during the Spring 2022 semester, while reducing the further spread and transmission of COVID-19 and complying with federal law;

**WHEREAS**, Administration recommends that the Board of Governors delegate to the President of the University the authority to make such policies, directives, and decisions as are reasonably necessary for the University to appropriately respond to the COVID-19 threat while still discharging its mission as a public institution of higher education (“COVID-19 Response Measures”);

**WHEREAS,** Administration further recommends that such delegation continue and remain in full force and effect through June 30, 2022, unless otherwise discontinued or extended by the Board; and

**WHEREAS,** the University President, personally and/or by and through his designees, shall make a full report to the Board of Governors of any COVID-19 Response Measures that have been taken pursuant to this delegation, during the Spring 2021 Board of Governors meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the President of the University be delegated the authority to make such policies directives, and decisions as are reasonably necessary for the University to appropriately respond to the COVID-19 threat; that such delegation of authority shall continue through June 30, 2022; and that a full report of such measures shall be provided to the Board of Governors at its next full board meeting.

**VOTE:**      **AYE**\_\_\_\_\_

**NAY**\_\_\_\_\_

VI.E.1.

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

HUMAN RESOURCES NO. \_\_\_\_\_  
Approval of employment of Dr. Dennis  
Lancaster as Chancellor of the Missouri State  
University – West Plains campus

**WHEREAS**, the University desires to employ Dr. Dennis Lancaster as the Chancellor of the Missouri State University – West Plains campus, and Dr. Lancaster desires to accept such employment; and

**WHEREAS**, subject to Board approval, Dr. Lancaster’s employment will begin on June 1, 2018 as a full-time, regular, administrative staff position with an annual salary of \$160,000, an annual housing allowance of \$18,000, and other compensation and benefits as set forth in the attached letter.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the appointment of Dr. Dennis Lancaster as Chancellor of the Missouri State University – West Plains campus pursuant to the terms outlined in the appointment letter dated December 2, 2021, attached hereto.

---

Amy Counts  
Chair of the Board

Passed at Meeting of  
December 16, 2021

---

Rowena Stone  
Secretary of the Board

**COMMENTS:**

Exhibit A – Appointment Letter dated December 2, 2021



**Missouri State**  
U N I V E R S I T Y

December 2, 2021

Mr. Dennis Lancaster  
9744 County Road 8590  
West Plains, MO 65775

Dear Dennis:

I am writing to offer you the position of Chancellor of the Missouri State University – West Plains campus. This offer reflects both the broad-based opinion of the campus that you have the experience and ability to become an outstanding Chancellor at West Plains as well as my personal enthusiasm about the prospects of working with you in the leadership of the institution. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University’s Board of Governors. I will seek approval at the regular December 16, 2021 meeting of the Board.

Your appointment will be effective beginning on January 1, 2022. This position is a full-time regular, administrative staff position. Salary will be paid monthly by direct deposit at an annual base of \$160,000. Your salary will be subject to annual increases at the level consistent with the overall staff raise pool budgeted for each year.

In addition to your base compensation above, you will also receive the following during your appointment as Chancellor:

- Annual housing allowance of \$18,000, which will be prorated on a monthly basis and paid as supplemental pay, beginning January 1, 2022;
- Access to the West Plains Country Club membership, including golf privileges, which you could use professionally as well as personally if you desire, with private use being subject to applicable income tax rules;
- Complimentary tickets to all West Plains Campus events;
- Use of the West Plains “unrestricted” fund (R5401) within the MSU Foundation, which, at your discretion can be used for various entertainment expenses; and
- A \$10,000 annual expense account to be used for entertaining and hosting University events.

**Office of the President**

901 South National Avenue • Springfield, MO 65897 • 417-836-8500 • Fax 417-836-7669  
[www.missouristate.edu](http://www.missouristate.edu) • [president@missouristate.edu](mailto:president@missouristate.edu)

An Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability/Sexual Orientation/Gender Identity Employer and Institution



**Missouri State**  
UNIVERSITY

You will be entitled to benefits and subject to policies applicable to university administrators as set forth in the Employee Handbook, as this document may be revised from time to time. Included in these benefits are 1) MOSERS retirement in the current amount of approximately 19.45%, which will be adjusted annually by MOSERS policy; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees.

In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to December 3, 2021. Appointments to the staff of Missouri State University must have final approval of the Board of Governors.

I am looking forward to the continued work with you on our administrative team. Please do not hesitate to contact me if you have any questions.

Yours very truly,

Clifton M. Smart III  
President

js

cc: Office of Human Resources

I wish to be recommended for appointment as Chancellor of Missouri State University West Plains on the terms as set forth in this letter.

Dennis Lancaster

12/2/21  
Date

**Office of the President**

901 South National Avenue • Springfield, MO 65897 • 417-836-8500 • Fax 417-836-7669  
www.missouristate.edu • president@missouristate.edu

An Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability/Sexual Orientation/Gender Identity Employer and Institution

VII.A.2.

**RECOMMENDED ACTION** — Approval for naming the Terry L. “Bo” Pace Advanced Welding and Fabrication Technology Program

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, Sunie K. Pace and Suzannah L. Pace have made a significant charitable gift commitment to the Missouri State University Foundation in support of the Missouri State-West Plains campus in memory of Sunie’s husband and Suzannah’s father; and

**WHEREAS**, the gift will provide funds benefiting the MSU-West Plains campus Advanced Welding and Fabrication Technology Program for capital project support and program support; and

**WHEREAS**, Terry L. “Bo” Pace and Sunie Pace have been long time supporters of Missouri State; and “Bo” was a champion of education, both elementary and secondary, as well as higher education;

**NOW THEREFORE BE IT RESOLVED** by the Board of Governors of Missouri State University that in recognition of this support and so long as the gift commitment in its entirety is fulfilled, the Advanced Welding and Fabrication Technology Program, located in the Broadway Building on the West Plains campus, will be permanently named the **Terry L. “Bo” Pace Advanced Welding and Fabrication Technology Program.**

VOTE:      AYE \_\_\_\_\_

              NAY \_\_\_\_\_



**THE OFFICE OF RESEARCH ADMINISTRATION  
ACTIVITY REPORT – FISCAL YEAR 2022 THROUGH NOVEMBER**

Missouri State University faculty, staff, and students are involved in research, education, and service projects through the support of governmental, business, and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2022 through the month of November.

**PROJECT HIGHLIGHTS**

- Quinton Phelps, Assistant Professor of Biology, and Hae Kim, Research Associate in Biology, received **\$87,988.48** from the **Department of Interior through the Oklahoma Department of Wildlife Conservation** to develop a standardized quantitative crayfish survey and assess current distribution, relative abundance and status of Kiamichi Crayfish in the Kiamichi River watershed and to develop a standard procedure and assess the utility of eDNA sampling for Kiamichi Crayfish and other co-occurring crayfish in Oklahoma streams.
- **Stephen Spates**, Assistant Professor of Communication, **Samantha Francka**, Marketing and Web Specialist for International Programs, and **Alex Johnson**, Director for Community-Engaged Learning, Citizenship and Service Learning received **\$645,776** from the **Department of Homeland Security** to fund the Fuse project, which was developed to encourage university students to engage in meaningful conversations on difficult topics and form connections with peers. This grant will allow Fuse to be expanded to the Springfield community and support the development of a Fuse podcast series, educational toolkit, and card game activities for use among individuals.
- **Russell Brock**, Director of the Agency for Teaching, Leading and Learning, received **\$2,375,750** from the **U.S. Department of Education** through the **Missouri Department of Elementary and Secondary Education**. Activities supported by this contract provide additional training to field staff who might be involved in supporting districts and schools in their region. Activities require the use of state developed materials that are evidence-based and support students in regular and specialized classroom settings. Additional activities are focused on helping districts understand and meet federal program compliance requirements.

**RESULTS**

As of the end of November, the University has submitted 114 proposals for support of university-based projects. To date, 92 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$8.5 million. Some of these awards are for projects that extend over more than one year, but the full commitment for funds is allocated to the first year. Additionally, we have received approximately \$2.0 million in CARES Act grants that is not reflected in this report.

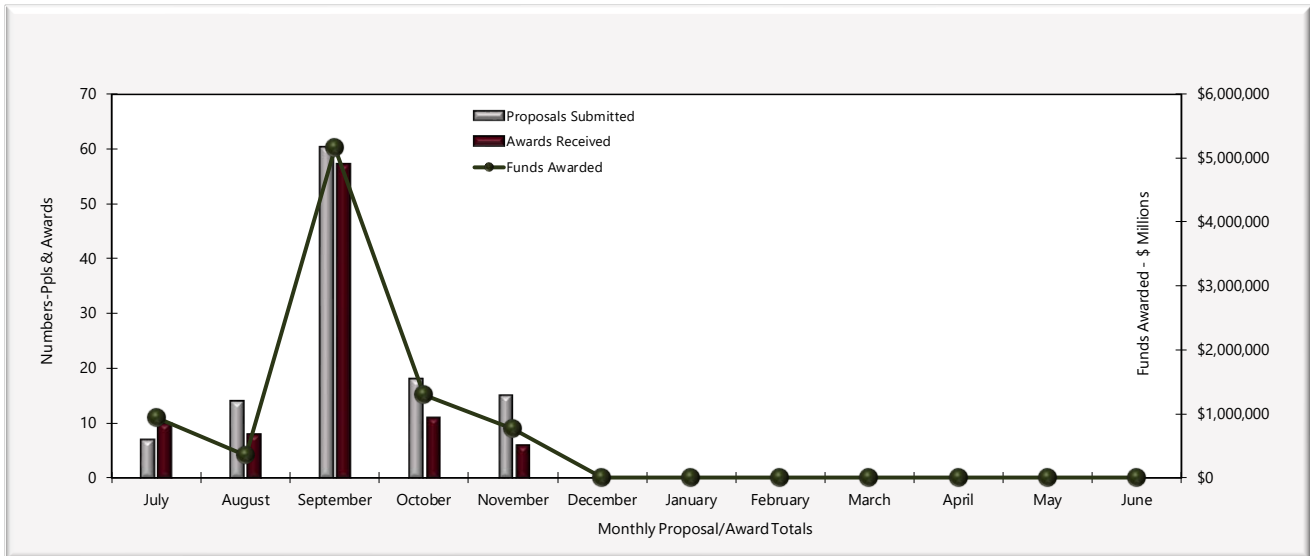
Key Indicators	Activity for FY 2022	% Change from FY 2021
Proposals Submitted	114	-11%
Funds Requested	\$20,409,474	-30%
Named Investigators	71	-12%
Grants & Contracts Awarded	92	-15%
Funds Awarded	\$8,497,891	-18%



External funding activity so far in FY 2022:

Sponsored Program Activity FY 2022

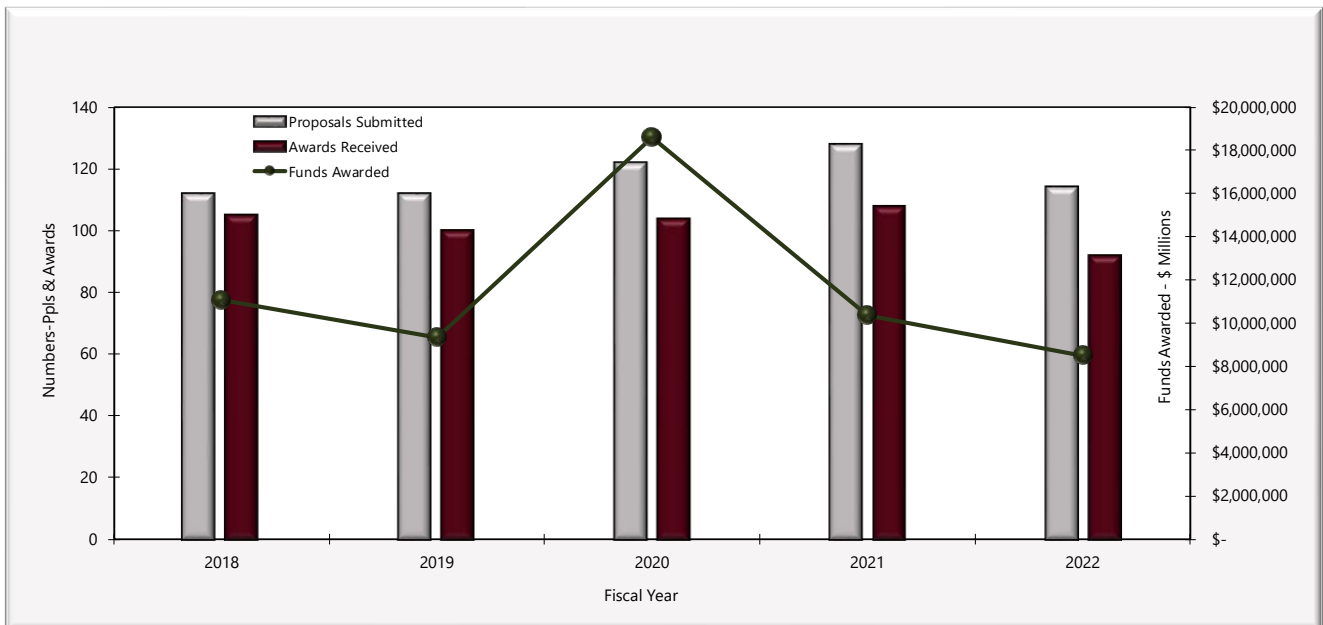
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	7	10	\$940,166
August	14	8	\$349,310
September	60	57	\$5,154,130
October	18	11	\$1,290,645
November	15	6	\$763,640
December	0	0	\$0
January	0	0	\$0
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	114	92	\$8,497,891



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of November (FY 2018 - FY 2022)

Fiscal Year	Proposals Submitted	Number of Awards					Ttl Awds	\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service		Requested	Awarded
2018	112	29	0	3	20	53	105	\$ 23,164,332	\$ 11,065,471
2019	112	22	0	1	22	55	100	\$ 17,573,949	\$ 9,334,728
2020	122	22	0	3	23	56	104	\$ 31,974,476	\$ 18,592,613
2021	128	24	0	0	23	60	108	\$ 29,270,005	\$ 10,373,346
2022	114	15	1	0	16	59	92	\$ 20,409,474	\$ 8,497,891



Grant and contract activity for FY 2022, through November:

**Missouri State University**  
**FY 22 Grant/Contract Activity by Unit**

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Administrative Services	2	0	1	0	2	2	\$ 38,755	2	2	\$ 38,755
The William H. Darr College of Agriculture	0	9	0	3	13	6	\$ 99,130	9	5	\$ 99,130
Center for Grapevine Biotechnology	1	1	0	1	2	1	\$ 94,280	1	1	\$ 94,280
Mid-America Viticulture & Enology Center	1	2	0	1	3	1	\$ 36,623	2	1	\$ 36,623
Judith Enyeart Reynolds College of Arts & Letters	0	5	0	6	5	6	\$ 929,238	4	5	\$ 1,252,126
Center for Dispute Resolution	0	1	0	1	1	1	\$ 20,430	1	1	\$ 20,430
Center for Writing in College, Career, & Community	0	1	0	1	1	1	\$ 10,000	1	1	\$ 10,000
College of Business	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Project Innovation & Management	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Education	1	8	1	7	11	8	\$ 361,750	10	8	\$ 361,750
Agency for Teaching, Leading and Learning	0	1	0	1	3	3	\$ 2,390,141	3	3	\$ 2,390,141
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
The McQueary College of Health & Human Services	3	4	3	4	7	8	\$ 421,055	7	8	\$ 421,055
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	2	0	1	2	1	\$ 95,614	2	1	\$ 95,614
Center for Archaeological Research	0	1	0	1	4	4	\$ 30,940	4	4	\$ 30,940
Center for Community Engagement	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	2	31	3	15	40	20	\$ 777,134	24	14	\$ 777,134
Bull Shoals Field Station	0	1	0	1	1	1	\$ 17,696	1	1	\$ 17,696
Center for Resource Planning & Management	1	0	0	1	1	1	\$ 5,000	1	1	\$ 5,000
Ozark Environmental Water Research Institute	1	1	1	1	7	7	\$ 160,000	4	4	\$ 160,000
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	0	1	0	0	1	\$ 7,484	0	1	\$ 7,484
President	0	0	0	0	0	0	\$ -	0	0	\$ -
Provost	3	2	2	3	6	6	\$ 758,915	4	5	\$ 597,471
Ozarks Public Health Institute	0	1	0	1	2	2	\$ 230,292	2	2	\$ 230,292
Southwest Missouri Area Health Education Center	1	0	1	0	4	3	\$ 92,713	4	3	\$ 92,713
Research & Economic Development	4	0	3	0	8	9	\$ 550,122	7	8	\$ 388,678
Center for Applied Science & Engineering	1	0	1	0	1	1	\$ 75,000	1	1	\$ 75,000
Center for Biomedical & Life Sciences	0	1	0	1	3	2	\$ 13,894	3	2	\$ 13,894
International Leadership & Training Center	1	0	1	0	1	1	\$ 34,150	1	1	\$ 34,150
Jordan Valley Innovation Center	1	0	1	0	4	4	\$ 340,417	4	4	\$ 340,417
Small Business Development Center	2	0	2	0	4	3	\$ 258,924	4	2	\$ 258,924
Student Affairs	1	0	2	0	1	2	\$ 297,929	1	2	\$ 297,929
West Plains	2	2	1	0	7	1	\$ 350,265	7	1	\$ 350,265
<b>TOTAL</b>	<b>28</b>	<b>74</b>	<b>24</b>	<b>50</b>	<b>144</b>	<b>106</b>	<b>\$ 8,497,891</b>	<b>114</b>	<b>92</b>	<b>\$ 8,497,891</b>

\* Credit Share - divides the proposals/awards between the PI's, therefore proposals/awards may be reflected in the totals more than once.

\*\* Actual - proposals/awards will only be shown in the originating unit.

**REPORT TO BOARD OF GOVERNORS  
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY  
OFFICE  
Board of Governors Meeting Thursday, December 16, 2021**

**Division for Diversity & Inclusion (DDI) Events and Collaborative Initiatives:**

**Department of Higher Education & Workforce Development**

On 12/3/2021 CDO participated in meeting with Department of Higher Education & Workforce Development (DHEWD) Assistant Commissioner for Postsecondary Policy, Dr. Mara Woody and staff regarding draft DHEWD Strategic Plan Initiatives meeting with President Smart, Provost Einhellig, Ryan DeBoef and MSU Deans and Associate Deans.

**Reynolds College of Arts & Letters Diversity Council**

CDO was member of panel addressing RCOAL Diversity Council members regarding DEI and compliance-related issues on 12/2/2021. Panel discussion facilitated by Dr. Jason Jolley. Panel included General Counsel R. Dockery, OIEC Director M. Berry, Deputy Provost C. Craig, Dean of Students A. Weber. Dean S. Wahl also attended.

**Bear Bridge Faculty Mentoring Program** Dr. Judith Martinez, Provost Fellow for Diversity/DDI Director of Special Programming, continues expansion and development of Bear Bridge program in collaboration with Office of the Provost and faculty participants for mentees and mentors.

**United Academy for Inclusion and Belonging** Assistant Vice President for Diversity & Inclusion (AVPDI) Dr. Juan Meraz continuing professional DEI program for United Way of the Ozarks member non-profit organizations. First 1-day academy program for Fall 2021 held 9/30/2021 via zoom format with 40 participants.

**Facing Racism Institute (FRI)** – Dr. Leslie Anderson and Dr. Lyle Foster facilitate FR training in partnership with DDI and at the annual Collaborative Diversity Conference each academic year.

**Student Diversity Leadership Training on Racial Equity Program**

DDI and Division of Student Affairs Multicultural Student Services developed D & I training model for student organizations' leaders utilizing student peer trainers to be initiated this Fall semester. The Institutional Racial Equity Initiative Grant (\$20k) from Missouri Scholarship and Loan Foundation was utilized to develop curricula for student leaders in sessions that began October 12, 2021 lasted for 10 weeks, and final awards dinner event held December 12, 2021.

Grant intended to promote education institutions working to implement equity-minded strategies designed to advance racial equity and increase degree completion for students of color.

### **Student African American Brotherhood/Brother2Brother (SAAB)**

VISION: SAAB is recognized as a national leadership movement established to set the standard for academic excellence through leadership, mentoring, advocacy, and action for underrepresented, under-resourced and historically included young men of color. SAAB removes educational/academic barriers thereby ensuring increasing number of Black, Latino, first generation and Pell-Grant eligible men graduate from college. SAAB empowers graduates to set a higher standard of achievement by fostering a spirit to care about themselves and others resulting in manifestation of its motto ***“I am my Brothers’ Keeper, and Together We Will Rise...Saving Lives and Salvaging Dreams!”*** of all participants.

SAAB continues development of Ambassadors Council with local leaders in education, business, corporate, public and non-profit sectors. Missouri State University, Evangel University, and Ozarks Technical Community College established chapters on their respective campuses. SAAB MO-State is developing new website for its chapter. SAAB chapters have been started at Central, Glendale, Hillcrest, Parkview and Kickapoo high schools.

**Staff Diversity Composition Initiative (SDCI)** Program administered in Division for Diversity & Inclusion by Chief Diversity Officer with Council. See [https://www.missouristate.edu/policy/Op1\\_02\\_10\\_Staff\\_Diversity\\_Composition\\_Initiative.htm](https://www.missouristate.edu/policy/Op1_02_10_Staff_Diversity_Composition_Initiative.htm)

**Faculty Diversity Composition Initiative (FDCI)** Program administered through DDI and Office of Provost to increase diverse faculty at the university. [https://www.missouristate.edu/policy/Op1\\_02\\_9\\_Faculty\\_Diversity\\_Composition\\_Initiative.htm](https://www.missouristate.edu/policy/Op1_02_9_Faculty_Diversity_Composition_Initiative.htm)

### **Student Enrollment Management (SEM)**

CDO participating as member of SEM Steering Committee and AVPDI, Juan Meraz participating as member of SEM Outreach and Recruitment Committee.

### **Giving Voice**

Student theatrical organization sponsored by a collaboration that includes the Office of the President, DDI, and the Dept. of Dance & Theatre the College of Arts and Letters represents the challenges of underrepresented group students, employees and faculty. Auditions being held currently. <https://givingvoice.missouristate.edu/>

### **Faculty Diversity Coordinator**

Dr. Lyle Q. Foster, Sociology, and Faculty Diversity Coordinator in the DDI, continues new and existing faculty Cultural Consciousness professional development sessions during academic year; facilitates campus Tough Talks for students, faculty & staff; and developed Diversity Champions program for GEP classes. Dr. Foster joins DDEI staff as the Assistant Vice-President for Faculty Development and Inclusive Excellence on January 1, 2022

### **Diversity Lunch & Learn for Faculty and staff**

Faculty and staff attend forums on specific topics related to the university setting. Shared ideas among participants designed for faculty and staff participants. Co-hosted by Dr. Judith Martinez, DDI Diversity Fellow and Dr. Lyle Q. Foster.

### **Mini-Diversity Workshops**

Faculty Center for Teaching and Learning (FCTL)/DDI collaboration. Participants register through My Learning Connection. Workshop facilitator: Dr. Judith Martinez, DDI Diversity Fellow conducts DEI workshop sessions.

### **Tough Talks**

Fall semester sessions facilitated by Dr. Lyle Q. Foster and Spring semester sessions being planned.

### **Education Preparation Provider (EPP) Committee on Diversity**

CDO and AVPDI attend monthly meetings of EPP Committee Chaired by Dr. Dennis Rudnick. The College of Education Diversity & Inclusion Task Force and the Educator Preparation Provider Council on Diversity Committee (EPPC Diversity Committee) are collaborating to develop host of professional development opportunities for faculty and students to engage about and across differences in classrooms, schools, and communities. Efforts align with MSU 5-year LRP especially Inclusive Excellence.

### **Provost's Diversity Council**

AVPDI and Dr. Judith Martinez participating in zoom meetings with the Provost's Diversity Council to address DEI issues. The Provost, and the Office of Equity and Compliance (OIEC), are making recommendations for equitable recruitment practices for faculty and staff.

### **Diversity 101 for Supervisors**

The DDI and HR department professional development collaboration designed for supervisors was facilitated by AVP for DDI, Dr. Juan Meraz. Subject matter includes: Ensuring workforce is culturally conscious/competent; values diversity; Managing and motivating multicultural workforce; skills for building trust and cross-cultural

communication; valuing differing perspectives/experiences; Promoting staff participation in developing opportunities improving cultural competencies.

### **Cultural Consciousness in the Workplace**

DDI and HR department collaboration designed to provide members of MSU workforce awareness, knowledge, and skills necessary to understand culturally relevant topics, inclusive excellence and sustaining a welcoming workplace environment that values the inclusion of diversity. AVPDDI facilitates training.

### **Cultural Consciousness in the Community Workplace-Workforce Diversity**

Designed to provide members of MSU community awareness and knowledge for understanding culturally relevant topics and how to work to promote an inclusive and welcoming work environment that values the inclusion of all. Facilitated by AVPDDI Dr. Juan Meraz.

### **President Councils on Diversity**

- **President's Community Diversity Council**—Planning for Spring semester mtg.
- **President's Student Diversity Council**—Meetings continuing regarding expansion plans for Multicultural Resource Center. Students meet and engage in conceptual planning with design team and consultants
- **President's Faculty and Staff Diversity Council**- Conceptual planning with DDI and HR Department being considered with expected implementation in Fall 2021 semester.

### **Scholar 2 Scholar (S2S) Program Renamed MAS@MSU**

S2S was restructured and renamed Mentoring for Academic Success (MAS) program. MAS program is a campus-wide professional initiative for students from all majors that have been awarded work-study funds and have an interest in helping faculty as a research assistant. Program partners underrepresented students with opportunity & education at MSU. Dr. Judith Martinez, DDI Diversity Fellow, facilitates MAS administration. <https://diversity.missouristate.edu/Scholar2Scholar.htm>

### **Missouri Commission on Racial Equity and Fairness (CREF)-**

CDO continues to serve as member of Commission tasked with “examining and reviewing current practices and recommending measures to ensure fairness, impartiality, equal access and full participation for racial and ethnic minorities in the judicial process and in the practice of law.” Meetings continued this semester.

### **Missouri Bar Special Committee on Lawyers of Color in the Profession-**

CDO continued serving as member of committee of legal and judicial professionals charged with presenting recommendations to the Missouri Bar to increase diversity and inclusion in the state bar.

### **Multicultural Business Association (MBA) [formerly dba MIB]:**

Minorities in Business (MIB) changed its name to Multicultural Business Association (MBA), in part, to facilitate increased services to broader MBE/WBE/DBE/Disabled/Vets entrepreneurs. MBA is local non-profit corporation collaborating with DDI in promoting networking, capacity building and advocacy for MBE/WBE/DBE/ and emerging businesses. Ms. Darline Mabins is the Executive Director and was hired August 2021.

MBA and Springfield Area Chamber of Commerce Executive Board members met this month to discuss collaborative efforts to promote the value of the inclusion of historically underrepresented businesses in our regional public, business and corporate sectors.

### **Public Entities Diversity Workgroup Initiative**

Collaboration among regional public entities to promote diverse contracting, procurement, consulting and employment opportunities. Co-chaired by City Utilities and City of Springfield reps. Performance Measures and Subcommittee on Diversity Outreach, Recruitment and Retention co-chaired by MSU AVPDDI, Dr. Juan Meraz, and MSU HR Director Scott Scobee.

### **Missouri Diversity Officers in Higher Education (MODOHE)**

CDO & the AVPDDI participating on Ad Hoc Committee meetings/discussions as member of state chapter of National Association of Diversity Officers in Higher Education (MODOHE).

### **Missouri Developmental Disabilities Council (MODDC) African American School to Prison Pipeline Coalition**

CDO participates in statewide coalition meetings representatives from Springfield Public School District, Missouri State University, Prosper Springfield, Courageous Family Counseling Group, West County Community Action Council, Boone County Resources. A 2-year grant funded project for collection and analysis of data that promotes systemic change and capacity building regarding the “school to prison pipeline” issues associated with African American students diagnosed with intellectual and developmental disabilities so as to promote equal access to services and quality educational opportunities.

### **Springfield Greene County Heritage Trail Advisory Council**

Researched by MSU professors Dr. Lyle Q. Foster and Dr. Tim Knapp. Local advisory council created by City of Springfield, DDI, NAACP, and John Oke-Thomas and Associates. Fund raising for Trail markers delineating the history of African American citizens in the Springfield region continues.

Numerous requests for guided tours of trail received and tours conducted by Dr. Foster & community leader, Cheryl Clay, and the CDO increases participants awareness and knowledge of Springfield region’s black history.



### **Globally Responsive Education and Teaching (GREAT)**

AVPDI and Dr. Judith Martinez participate in planning meeting(s) for the April 2022 Great Conference.

### **Diversity Executive Leadership Academy (DELA)**

AVPDI participated in Board meeting and DDI staff being engaged in certified diversity professional sessions.

### **Waynesville School District Leadership Team Diversity Training on Diversity Dialogues**

On-going professional development with teachers and staff and diversity dialogues with students facilitated by Dr. Juan Meraz.

**Missouri Higher Education Equity Project**- MSU participates as member of statewide efforts to address equitable educational opportunities for underrepresented populations. The Missouri Department of Higher Ed & Workforce Development established Equity Project to increase post-secondary attainment of underrepresented students statewide.

**Postsecondary Equity Network (PEN)**- is a statewide coalition advancing access to higher education for underrepresented and under resourced students. CDO Pratt is point of contact for MSU team that includes Dr. Dee Siscoe, Rob Hornberger, Heather King, Dr. Ryan Reed, Dr. Kim Martin, Dr. Michele Smith, Dr. Kelly Wood, and Dr. Juan Meraz. PEN institutions are Fontbonne, Harris-Stowe, Maryville, Missouri State University, University of Missouri, SEMO, SLU, STL CC, UCM, UMKC, UMSL, and Webster University.

Submitted by:

CDO H. Wes Pratt, J.D.  
December 3, 2021

**Student Affairs Report**  
Missouri State University Board of Governors  
December 16, 2021

The Division of Student Affairs' mission is to support student success, foster student engagement, inspire a commitment to public affairs, and instill pride and tradition. Highlights since the last Board Meeting in October include:

**Magers Health and Wellness Center:**

- ♥ Magers started the Covid-Pediatric Vaccinations when they became available in November. This vaccination, for ages 5–11-year-old children has been well received.
- ♥ Magers offered free flu shots to faculty, staff, and students as part of this year's wellness incentive. Over 1858 shots were administered to employees and 1162 shots administered to students.
- ♥ Magers Health has administered over 15,000 COVID Vaccinations and conducted over 8,000 COVID tests through their clinic.

**Residence Life, Housing and Dining Services:**

- ♥ Gary Stewart celebrated 39 years of employment here at MSU. A retirement party was held on October 28<sup>th</sup>!
- ♥ A search for a new director brought us Teresa Frederick who will be joining our team on January 1<sup>st</sup>. Teresa brings many years of residence life and housing facilities experience. She will be an excellent addition to our team!
- ♥ We have 872 re-application contracts for next year (down 1 application contract from last year). We have 574 contracts for FTNIC students for 2022-2021 so far.

**Dean of Students Area:**

- ♥ The Counseling Center recently hired Divya Thakkar in the position of Mental Health Clinician—Diversity Initiatives specialist. Divya is originally from Mumbai, India, and she completed her Masters in Clinical Mental Health Counseling from Kent State.
- ♥ The Office of Student Conduct hosted Donuts with Conduct (tabling event) where students answered questions about the Code of Conduct and received a donut.
- ♥ The Orientation and Transition Team has completed their SOAR Leader recruitment season and have offered 29 students the job of SOAR leader. We have 14 returning SOAR Leaders. We have two new orientation assistants, a new family assistant and a new leadership assistant. Plans are underway to return to a 2-day program to help orient and transition students to being BEARS.

**Multicultural Services:**

- ♥ 1st Generation College Student Week was successful with daily activities that included: first-gen family workshop, Veteran's Day spotlight, recognition of 1st-gen MSU staff/faculty, and a culminating event with a motivational speaker, student workshop, staff roundtable and a banquet focusing on mental health.
- ♥ The Student Diversity in Leadership Institute (SDLI) completed its fall cohort on November 30<sup>th</sup>. There were 20 students, including grads, undergrads and international students involved in an intense leadership training. This cohort focused on BIPOC

students and critical topics were discussed such as racial trauma, equity and inclusion, mental health, and wellness and allyship; to name a few. This cohort was funded by a 20K grant from Missouri Scholarship & Loan Foundation.

- ❖ Brian Bond, MSU c/o 1986, visited the Multicultural Resource Center and met with students. He is the Executive Director of PFLAG National, the nation's first and largest organization for lesbian, gay, bisexual, transgender, and queer (LGBTQ+) people, their families, and allies. Members from the Springfield local chapter were present as well to extend resources to our MSU students and the MRC.
- ❖ The Multicultural Student Graduation Reception took place on Saturday, December 4th. Governor Amy Counts was the guest speaker for the event.
- ❖ The MRC's use has continued to be high, seeing just over 100 unique visitors each day with the majority returning. And an average of 4 events hosted per day in the MRC, largely headed by student organizations and offices within Student Affairs.
- ❖ The LGBTQ+ Safe Zone & Equity Ed Programs will graduate their 2<sup>nd</sup> Cohorts this week. Each has a minimum of 20 members and participation has shown marked improvement in knowledge possessed and retained from the baseline collected in the Pre-Tests (average increase of 8 points / 26% from baseline).
- ❖ This fall, there are 1402 students currently registered with the Disability Resource Center (DRC).
- ❖ The DRC has processed 1719 requests for accommodations in 1174 classes across the university.
- ❖ The DRC has welcomed a new Associate Director, Administrative Assistant, and 2 new Access Advisors.

### **Campus Recreation:**

- ❖ Campus Recreation Staff hosted multiple signature events last month including the annual haunted trail (in partnership with Student Activities Council), the Squat Ober Fitness challenge, and a Blood Drive (in partnership with American Red Cross), a new bouldering league and more.
- ❖ Recreational Sports had an increase in team registrations this Fall: Basketball 65 (64 last year) and Volleyball 45 (33 last year).
- ❖ Campus Recreation staff has outlined strategic priorities and will be finalizing a new 5-year strategic plan prior to the next semester.
- ❖ The Campus Recreation professional staff and Graduate Assistants volunteered at Ozarks Food Harvest and prepared 900 bags of food which will supply 5,400 meals for our local community.
- ❖ Campus Recreation has been nominated for a NASPA Excellence Award.

### **Plaster Student Union:**


- ❖ The Office of Student Engagement (OSE) officially moved into PSU 127 and hosted an open house on November 2<sup>nd</sup> to commemorate the new space.
- ❖ New Interfraternity Council (IFC) and Panhellenic Council (PHA) officers have been elected for next year and we're excited about the student leadership group.
- ❖ OSE is migrating to a new organization management software next calendar year, who's company name is "Presence". However, the students are voting on a MSU oriented name.

- ❖ Traditions Council took 25 students to the MSU football game in Carbondale.
- ❖ Traditions Council handed out 500 tickets to students to the soccer playoff game and 150 to the football playoff game.
- ❖ Plaster Student Union (PSU) staff donated money and purchased gifts for two kids in need thru Great Circle.

### **University Bookstore:**

- ❖ Homecoming week for the bookstore was a successful week-long event. Over 3,800 BearWear and souvenir items were sold throughout the week. We processed approximately \$75,000 in sales while offering a 20% discount to all faculty, staff, students, alumni, fans, and community members.
- ❖ The 2021 Grad Fair event was held in the PSU Ballroom. Participating MSU departments included: Financial Services and Aid, Career Ctr, Alumni Assoc, Grad College, COB, and vendors Herff Jones, SGF Network, and The Grad Team new company for portraits). We provided regalia, souvenirs, pictures and information to the Class of 2021, December Graduates.
- ❖ The bookstore is experiencing a 10% increase in sales associated with our athletic events as compared to 2019 year to date: Touchdown Tuesdays, BearFest Village, Three Point Thursday's, and volleyball games drove our fall athletic sales in 2021. Our Fall Showcase events also brought in strong sales from our potential future Bears and campus visitors. We had over \$32,000 in BearWear and souvenir sales between these two campus events in the fall semester!

Respectfully submitted by,



Dr. Dee Siscoe  
Vice President for Student Affairs

## Enrollment Update for Spring and Fall 2022

### Spring 2022 Registrations

All current fall 2021 students have had an opportunity to register for spring 2022. As of December 5<sup>th</sup>, we have the following registrations for the spring semester.

Student Type	Sp 2022	Change from Sp 2021	Change%
Total headcount	14,419	735	5.4%
Total credit hours	170,659	4,424	2.7%
New undergraduate degree seeking (freshmen and transfers)	260	23	9.7%
Continuing undergraduate degree-seeking	10,760	128	1.2%
Total graduate	3,275	598	22.3%
Underrepresented	1,966	210	12%
International	660	44	7.1%

### Fall 2022

The following are current statuses for the fall 2022 semester based on types of students. It is still early in the enrollment cycle. Projections will be more substantial and informative as we get closer to the semester and more indicators (e.g., submitted housing contracts, SOAR RSVP's, etc.) are available.

#### First-time new in college (undergraduate)

- Applications, up 3%
- Admitted students, flat (0% change)
- Approximately 65% through application cycle

#### Continuing undergraduate degree-seeking

Based on actual fall 2021 enrollment and using 2019-20 to 2020-21 return rates (rather than the more recent lower rates of 2020-21 to 2021-22 that had dropped due to COVID-related and other challenges): 14,178, down 493 (-3.4%)

#### New Recruitment Initiatives

- New Scholarship Policies
- New Customer Relationship Management System and Application for Admission
- Year Long Comprehensive Digital and Social Ad campaign
- New Peer to Peer Platform
- Purchasing Additional Names
- Graduate Student Recruitment

XI.B.2.

## SEM Plan Update

The SEM plan was completed at the end of the fall 2020 semester and approved at the December 2020 BOG meeting. It's structure and hierarchy includes four major goals, which each includes three to five high level strategies and tactical level action items. The four themes are: outreach and recruitment, retention, completion, and financial preparedness. Below are highlights of each goal's tactics, which are consistent with the action items listed under SEM in the University's 2022-23 action plan.

### Goal #1:

By 2026, with particular focus on targeted student populations, increase overall headcount enrollment by 5% and increase FTE enrollment by 3%.

#### Strategies

- Project targeted student populations
- Elevate the reputation of the University's academic programs and career outcomes.
- Enhance communication and marketing about enrollment.
- Increase emphasis on outreach.

Goal #1	Fa2020 Baseline	Fall 2021 Actual	Fa2026 Goal
Overall Headcount	24,163	23,618 (-2.3%)	25,371 (5%)
FTE Enrollment	18,027	17,205 (-4.6%)	18,568 (3%)

#### \* Tactics/Action Items with Fall 2022 Impact

- Enhanced relationships with high schools (e.g., recent counselor appreciation breakfast).
- Search engine optimization and website audit.
- Coordination with West Plains to improve experience for students transferring from WP to SGF.
- Launched student produced YouTube channel, The Bears Den: <https://www.youtube.com/TheBearsDenMSU>.

#### \* Longer-Term Tactics/Action Items

- Assess effectiveness of the test optional admission policy and scholarships
- Prepare for changing mix of student demographics.
- Continue recruitment coordination with academic colleges and departments.
- Create campus wide resources to assist families with non-English speakers.
- Promote certificate programs through industry partners.
- Non-traditional/adult student recruitment.

### Goal #2:

By 2026, increase the first to second year undergraduate student retention rate by 3%, with a focus on improving retention by 5% for each of these sub-groups: African American, Hispanic/Latino/Latinx, first-generation and Pell eligible students; and improve persistence at other critical transition points.

#### Strategies

- Support initiatives that foster student success.
- Strengthen the first-year experience
- Improve the support services for students who historically have been less likely to persist.
- Recruitment and retention a diverse faculty and staff.
- Enhance cultural consciousness for faculty, staff, and students.

Goal #2	Fa2020 Baseline	Fall 2021 Actual	Fa2026 Goal
Overall Retention	79.2%	75.2%	82.2% (3%)
African American	71.3%	60.5%	76.3% (5%)
Hispanic/Latinx	75.8%	70.3%	80.8% (5%)
First Generation	73.9%	63.9%	78.9% (5%)
Pell Eligible	71.7%	62.8%	76.7% (5%)

*Tactics/Action Items*

- Title III grant initiatives (e.g., success coaching, financial literacy, career planning, early alert system, text communication campaigns)
- Collaboration among programs serving students from diverse backgrounds.
- Identify select general education or gateway courses with low success rates and partner with academic colleges, FCTL, and BearCLAW.

**Goal #3:**

By 2026 increase the number of credentials (e.g., degrees and certificates) awarded to 5,800 per year.

*Strategies*

- Discuss and refine advising models, policies and practices.
- Support career readiness activities.
- Refine curricular options (i.e., degrees and certificates) and remove barriers.

Goal #3	FY20 Baseline	FY25 Goal	Diff	Diff %
Total Credential	5,659	5,800	104	1.8%

*Tactics/Action Items*

- Text messaging campaign to recruit back spring 2021 to fall 2021 non-returners.
- Encourage current students to register for spring 2022.
- Review career courses within colleges and enhance engagement with Career Center.
- Mission Diploma 2.0 (review stop-out student degree audits and help graduate).

**Goal #4:**

By 2026, decrease the average loan debt of undergraduate degree recipients by 5% after inflation.

*Strategies*

- Implement interventions that help decrease student loan debt.
- Develop and deploy a financial preparedness education programs.
- Implement advising practices that improve enrollment efficiency.

Goal #4	AY 2019-20 Baseline	Fall 2021 Actual	AY2025 Goal
Avg UG Loan Debt	\$24,893 (-5%)	\$23,261 (-6.5%)	**\$23,648

\*\* Assuming CPI remains the same.

*Tactics/Action Items with Fall 2022 Impact*

- Updated scholarship policy and information pages to be more user friendly.
- Policy adjustments completed. Expanded eligibility of freshman scholarships and enhanced A+ Recognition Scholarship to be stackable with other scholarship programs.
- Consider increasing number of Inclusive Excellence and Hutchens/SGA Centennial Leaders.
- Including IB Career track program, in addition to IB diplomas, to qualify for the BOG Scholarship.
- Develop a scholarship incentive for Pell Grant recipients.

*Longer-Term Tactics/Action Items*

- Adjust freshman, transfer and out of state automatic scholarship values and structure.
- Consider a retention/engagement based scholarship.
- Modify the housing assistance available in the current scholarship program.
- Make the Missouri State Advantage renewable (currently \$1,000 for one year).
- Evaluate for a potential scholarship for adult/non-traditional/online students.
- Pursue a partnership with the Missouri Scholarship & Loan Foundation on the MyMO initiative.
- Review the potential for an e-sports scholarship program.



## **Report to Missouri State University Board of Governors**

December 16, 2021

Kathleen Hains, Chair of Staff Senate 2021-2022; KHains@missouristate.edu

### **Activities Committee**

#### **BearFest Villages:**

**October 16:** We attended Homecoming BFV and with the help from Duane Miller, had amazing seats!

**November 13:** KSMU co-sponsored BFV with us by providing drinks for all staff to enjoy.

### **Public Affairs Committee**

**Ozarks Food Harvest:** A group from Senate volunteered on November 13 to package over 300 boxes of food.

**Adopt-A-Street:** Happening on December 10.

**Spring Book Club:** *Unlikely Allies in the Academy* will be on February 23 at 12 pm in Glass Hall, 486.

### **Administrative Professional Committee**

**Fall Forum:** Held on November 16<sup>th</sup> in the PSU. Kristi Oetting discussed IT Portal and Brian Heaton gave a sneak peek on the new WordPress.

**Spring Forum:** Will be open to all full-time Missouri State Employees on all campuses via zoom.

### **Communications Committee**

**Fall Newsletter:** Our newsletter received a major upgrade and provided information on upcoming events with activities, volunteering, and benefits.

### **Jason's Memorial**

Jason's memorial will be placed in the northwest corner of the Reynolds Arts Park and built out of the same material as the amphitheatre. Fellow staff donated funding to support this initiative.



## Some Photos of our Activities

Homecoming  
with our  
great seats!



Ozark Food Harvest

XIII.A.

**MISSOURI STATE UNIVERSITY FOUNDATION  
INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
07/01/2021 TO 11/30/2021**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2021 TO 11/30/2021	TOTAL 07/01/2020 TO 11/30/2020
ALUMNI	\$43,958	\$712,416	\$408,060	\$1,298	\$342,225	<b>\$1,507,957</b>	\$2,736,585
FRIENDS	6,923	1,485,344	100,872	7,218	284,717	<b>\$1,885,074</b>	2,946,400
PARENTS	355	38,912	7,547	191	22,450	<b>\$69,455</b>	83,662
FOUNDATIONS	0	88,680	55,000	0	14,550	<b>\$158,230</b>	355,871
ORGANIZATIONS	29,731	284,791	560,951	358	3,400	<b>\$879,231</b>	2,739,103
BUSINESSES	2,444	550,817	133,100	25,314	766,932	<b>\$1,478,607</b>	1,011,970
<b>GIFT TOTAL</b>	<b>\$83,411</b>	<b>\$3,160,960</b>	<b>\$1,265,530</b>	<b>\$34,379</b>	<b>\$1,434,274</b>	<b>\$5,978,554</b>	<b>\$9,873,591</b>

*\*Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2020, income recieved from athletics seat assessments and suites are no longer tax deductible.*

**DEFERRED GIFT COMMITMENTS**

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2021 TO 11/30/2021	TOTAL 07/01/2020 TO 11/30/2020
DEFERRED GIFTS	0	830,000	1,430,000	0	<b>\$ 2,260,000</b>	<b>\$ 2,020,500</b>

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$71M

	NUMBER OF DONORS 7/1/2021 TO 11/30/2021	NUMBER OF DONORS 7/1/2020 TO 11/30/2020
ALUMNI	<b>3,648</b>	3,483
FRIENDS	<b>7,754</b>	7,137
PARENTS	<b>432</b>	512
FOUNDATIONS	<b>22</b>	22
ORGANIZATIONS	<b>126</b>	78
BUSINESSES	<b>339</b>	317
<b>TOTAL</b>	<b>12,321</b>	11,549

**Report of Gifts  
to the  
Missouri State University Foundation  
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for November		Running Totals		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
<b>Annual Gifts</b>	FY 21	6,008	\$185,055	120	\$472,811	6,128	\$657,866	29,843	\$2,920,855	FY 21
	<b>FY 22</b>	6,255	\$171,790	112	\$720,137	6,367	\$891,927	33,040	\$3,681,536	<b>FY 22</b>
<b>Special Campaigns</b>	FY 21	284	\$13,372	4	\$24,806	288	\$38,178	459	\$1,487,016	FY 21
	<b>FY 22</b>	44	\$8,538	8	\$280,120	52	\$288,658	195	\$1,360,215	<b>FY 22</b>
<b>One Time Gifts</b>	FY 21	0	\$0	14	\$133,953	14	\$133,953	49	\$5,465,720	FY 21
	<b>FY 22</b>	0	\$0	23	\$292,760	23	\$292,760	62	\$936,803	<b>FY 22</b>
<b>TOTALS</b>	FY 21	6,292	\$198,427	138	\$631,570	6,430	\$829,997	30,351	\$9,873,591	FY 21
	<b>FY 22</b>	6,299	\$180,328	143	\$1,293,017	6,442	\$1,473,345	33,297	\$5,978,554	<b>FY 22</b>

**MISSOURI STATE UNIVERSITY FOUNDATION  
INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
07/01/2021 TO 10/31/2021**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2021 TO 10/31/2021	TOTAL 07/01/2020 TO 10/31/2020
ALUMNI	\$40,394	\$651,533	\$359,035	\$1,113	\$239,502	<b>\$1,291,577</b>	\$2,522,296
FRIENDS	6,404	1,085,277	66,991	6,363	228,163	<b>\$1,393,198</b>	2,723,492
PARENTS	305	28,207	2,287	191	21,450	<b>\$52,440</b>	66,119
FOUNDATIONS	0	73,510	55,000	0	9,800	<b>\$138,310</b>	343,451
ORGANIZATIONS	2,256	223,279	405,998	358	2,100	<b>\$633,991</b>	2,587,186
BUSINESSES	1,836	501,742	24,100	19,668	442,732	<b>\$990,078</b>	801,050
<b>GIFT TOTAL</b>	<b>\$51,195</b>	<b>\$2,563,548</b>	<b>\$913,411</b>	<b>\$27,693</b>	<b>\$943,747</b>	<b>\$4,499,594</b>	<b>\$9,043,594</b>

\*Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2020, income recieved from athletics seat assessments and suites are no longer tax deductible.

**DEFERRED GIFT COMMITMENTS**

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2021 TO 10/31/2021	TOTAL 07/01/2020 TO 10/31/2020
DEFERRED GIFTS	0	830,000	230,000	0	<b>\$ 1,060,000</b>	<b>\$ 2,020,500</b>

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$70M

	NUMBER OF DONORS 7/1/2021 TO 10/31/2021	NUMBER OF DONORS 7/1/2020 TO 10/31/2020
ALUMNI	<b>3,376</b>	3,074
FRIENDS	<b>7,147</b>	6,475
PARENTS	<b>404</b>	333
FOUNDATIONS	<b>16</b>	19
ORGANIZATIONS	<b>89</b>	28
BUSINESSES	<b>267</b>	274
<b>TOTAL</b>	<b>11,299</b>	10,203

**Report of Gifts  
to the  
Missouri State University Foundation  
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for October		Running Totals		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
<b>Annual Gifts</b>	FY 21	6,364	\$223,765	134	\$465,347	6,498	\$689,112	23,715	\$2,262,989	FY 21
	FY 22	7,406	\$288,704	169	\$518,333	7,575	\$807,037	26,638	\$2,783,994	FY 22
<b>Special Campaigns</b>	FY 21	98	\$11,536	10	\$1,030,371	108	\$1,041,907	171	\$1,448,838	FY 21
	FY 22	46	\$11,805	13	\$87,131	59	\$98,936	143	\$1,071,557	FY 22
<b>One Time Gifts</b>	FY 21	0	\$0	11	\$3,066,818	11	\$3,066,818	35	\$5,331,767	FY 21
	FY 22	0	\$0	13	\$362,995	13	\$362,995	39	\$644,043	FY 22
<b>TOTALS</b>	FY 21	6,462	\$235,301	155	\$4,562,536	6,617	\$4,797,837	23,921	\$9,043,594	FY 21
	FY 22	7,452	\$300,509	195	\$968,459	7,647	\$1,268,968	26,820	\$4,499,594	FY 22

XIII.B.

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

FINANCE NO. \_\_\_\_\_  
RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND AN INITIAL SCHEDULE THERETO IN A PRINCIPAL AMOUNT OF \$5,600,000, TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN EQUIPMENT AND OTHER PERSONAL PROPERTY FOR USE BY THE UNIVERSITY; PRESCRIBING THE SECURITY THEREFOR; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

**WHEREAS**, Missouri State University is a state educational institution duly created, organized and existing under the laws of the State of Missouri (the "University"), and desires to acquire certain equipment and other personal property for use by the University from time to time pursuant to a master lease/purchase agreement; and

**WHEREAS**, the University desires to enter into a master equipment lease/purchase agreement with Banc of America Public Capital Corp ("BAPCC") to provide lease financing for equipment and other personal property sought to be financed by the University from time to time pursuant to schedules (each, a "Schedule") to be entered into pursuant to the master agreement; and

**WHEREAS**, the University has received a proposal from BAPCC to provide lease financing for certain energy efficiency equipment to be financed under the master agreement, consisting of a new chiller to serve the District Chilled Water System, to be located at Chiller Station #6 (Hammons Student Center), new condensing boilers to be located in a consolidated boiler plant in JQH Arena, and ancillary building installation and equipment costs, all as part of the integrated HVAC system for the University's Springfield campus (collectively, the "Equipment"); and

**WHEREAS**, the University desires to acquire the Equipment and to obtain the financing for the Equipment on a lease/purchase basis, all as set forth in the herein described Lease Documents; and

**WHEREAS**, in order to accomplish the foregoing, it will be necessary and desirable that the University enter into certain documents and agreements, which shall be filed with the records of the University (the "Lease Documents") and that the University take certain other actions and approve certain other documents as herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:**

**Section 1. Approval of Lease Proposal and Lease Documents.** In order to obtain funds to be used for the purposes aforesaid, including reimbursement of certain costs related to acquisition of the Equipment previously incurred by the University, the Board of Governors hereby authorizes the University to enter into (a) a Master Equipment Lease/Purchase Agreement between the University, as lessee, and BAPCC, as lessor (the "Master Lease"), in substantially the form attached hereto as **Exhibit A**; (b) an Escrow and Account Control Agreement among the University, BAPCC and Bank of America, N.A., as escrow agent (the "Escrow Agreement") in substantially the form attached hereto as **Exhibit B**; and (c)

Equipment Schedule No. 01 to the Master Lease (“Schedule No. 01”) in substantially the form attached hereto as **Exhibit C**, which Schedule No. 01 shall provide for lease / purchase financing of the Equipment in the principal amount of \$5,600,000, shall have a final maturity on September 7, 2030, shall have a fixed interest rate of 1.616% per annum, shall be secured by the Equipment to be financed or reimbursed with proceeds of the Master Lease and Schedule No. 01, and shall have the other terms and provisions set forth in the Master Lease and Schedule No. 01, with such changes thereto as may be approved by the officer executing the same in accordance with **Section 2** of this Resolution.

**Section 2. Authorized Officers.** The Board of Governors hereby authorizes the Chair of the Board of Governors, the President or the Chief Financial Officer of the University to execute and deliver the Lease Documents and, if required a tax certificate or agreement relating to the financing of the Equipment, with such changes thereto as the executing officer may approve consistent with the terms of this Resolution, and such other notices, consents, agreements, instruments and certificates as the executing officer may determine to be necessary or desirable to effect the purposes of this Resolution, such executions and deliveries to constitute approval of the final forms of the Lease Documents and such other notices, consents, agreements, instruments and certificates by the University.

**Section 3. Reimbursement of Expenditures.** The University has made certain expenditures in connection with the acquisition of the Equipment, and expects to make additional expenditures after the date of this Resolution and before the execution and delivery of the Lease Documents, and the University desires and intends to reimburse itself, from proceeds of the Lease for such expenditures made no earlier than 60 days before the date of this Resolution.

**Section 4. Exception to Investment Policy.** The maximum percentage of total investment funds held in each instrument permitted by the University’s G8.04 Investment Policy, Item 7, is amended with respect to investments of proceeds of the financing under the herein authorized Escrow Agreement to read as follows, solely with respect to such funds:

7. No more than \$5,600,000 to be held in money market funds invested in U.S. Treasury / Government obligations.

**Section 5. Repeal of Conflicting Resolutions.** All prior resolutions of the Board of Governors or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

*[Remainder of page intentionally left blank]*

**Section 6. Effective Date.** This Resolution shall take effect and be in full force immediately upon its adoption by the Board of Governors.

**ADOPTED** by the Board of Governors of Missouri State University this 16<sup>th</sup> day of December, 2021.

By: \_\_\_\_\_  
Title: Chair, Board of Governors

ATTEST:

By: \_\_\_\_\_  
Title: Secretary, Board of Governors



**MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT**

This Master Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of December 17, 2021, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and Missouri State University, a state educational institution duly created, organized and existing under the laws of the State of Missouri (“*Lessee*”).

**WITNESSETH:**

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient, together with any other available monies of the Lessee for such purposes, for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Casualty Value*” means, with respect to each Lease, the amount that is shown on the Payment Schedule for each Rental Payment Date under the column titled either (i) the Prepayment Price or (ii) the “Casualty Value”, if any.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount (or any portion thereof) is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Contract Rate*” means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

“*Disbursement Request*” means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

“*Equipment*” means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“*Equipment Schedule*” means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

“*Escrow Account*” means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

“*Escrow Agent*” means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

“*Escrow Agreement*” means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“*Lease*” means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

“*Lease Term*” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

“*Material Adverse Change*” means any change in the financial condition or operations of Lessee that has a material adverse effect on Lessee’s ability to perform its obligations under this Agreement.

“*Original Term*” means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Payment Schedule*” means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“*Prepayment Price*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“*Principal Portion*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Related Documents*” means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

“*Renewal Terms*” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Rental Payment Date*” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“*Rental Payments*” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*State*” means the State of Missouri.

“*Taxable Rate*” means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a state educational institution of the State duly organized and existing under the laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a state educational institution of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and

practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee covenants not to enter into any management or other service contract with respect to the use and operation of the Equipment without the prior review by its bond counsel to assure compliance with the covenants set forth in Section 4.05, hereof.

(j) There is no pending litigation, tax claim, proceeding or dispute that may materially adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee or the State is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, subject to restrictions on transfer or encumbrance under applicable State law, and there exists no mortgage, pledge, lien, or security interest, on or with respect to such Real Property and no other encumbrances that impair the use of the Real Property by the Lessee for its intended purposes.

(l) At no time in the past 20 years has any lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee shall provide notice to Lessor within 15 days after any payment default under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such payment default arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$5,000,000.

(n) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee

thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted to and adopted by the governing body of Lessee in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

*Section 3.03. Non-appropriation.* Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated by its governing body for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor.



*Section 3.04. Conditions to Lessor's Performance.* (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02 hereof;
- (vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;
- (viii) Reserved;
- (ix) Reserved;
- (x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;
- (xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;
- (xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor's interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiv) A copy of the executed Vendor Agreements for any item Equipment, if required by Lessor; provided however, that no "Disbursement Request" pursuant to an Escrow Agreement shall be authorized by Lessor for payment of any Equipment Cost for a Vendor without receipt by Lessor of a copy of the executed Vendor Agreement pursuant to which the Vendor's work was performed; and (xvi) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

#### ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of any State appropriations for the Lessee.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

*Section 4.05 Tax Covenants.* Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate,

from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

*Section 4.07. Mandatory Prepayment.* If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall

be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

## ARTICLE V

*Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment.* (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee’s quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles)

specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal

title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

*Section 6.02. Security Interest.* As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

*Section 6.03. Personal Property; No Encumbrances.* Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, or security interest, charge on any of the real estate where the Equipment under a Lease is or will be located, or create, incur, assume or permit to exist any other encumbrance that impairs the use of the real property or the Equipment located thereon by the Lessee for its intended purposes or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully

assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

*Section 7.02. Insurance.* Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value of the Equipment under such Lease, or (ii) the replacement cost of such Equipment, and having a financial strength rating by A.M. Best Company of "A-" or better; and (b) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clause (a) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification. Lessee represents that as a state institution of higher education, it is protected by the State Legal Expense Fund, as established by the Legislature of the State of Missouri at Section 105.711 of the Revised Statutes of the State of Missouri and as administered by the Attorney General as set forth in Sections 537.600-610 of the Revised Statutes of the State of Missouri. Without waiving any sovereign, governmental or official immunity, or insurance coverage, Lessee agrees to assume any liability for the acts of Lessee or its employees in the performance of this Agreement.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in



connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

*Section 7.04. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to

Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment for an amount that shall be determined and approved by Lessor in its sole discretion.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

*Section 9.02. Vendor Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including

without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

## ARTICLE X

### *Section 10.01. Prepayment; Payment in Full.*

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

## ARTICLE XI

*Section 11.01. Assignment by Lessor.* (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and

sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

*Section 11.02. Assignment and Subleasing by Lessee.* **None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, or (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease);

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “*Defaulted Lease*”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable

by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

*Section 12.04. Application of Moneys.* Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting

all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

### ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

*Section 13.06. Applicable Law; Venue; Waiver of Jury Trial.* This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with



this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

*Section 13.07. Captions.* The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

*Section 13.08. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

*Section 13.09. Entire Agreement.* The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:  
Missouri State University  
901 South National  
Springfield, MO 65897  
  
Attention: Chief Financial Officer  
Fax No.: (417) 836-4443

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen C. Foucart  
Title: Chief Financial Officer

Signature Page of Master Equipment Lease/Purchase Agreement

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D-1	Form of Opinion of Counsel to Lessee
Exhibit D-1	Form of Opinion of Special Tax Counsel
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Reserved
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

**EXHIBIT A-1**

**FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - GENERAL EQUIPMENT**

Re: Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Missouri State University, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ \_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ \_\_\_\_\_.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the \_\_\_\_ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section \_\_\_\_, or, at Lessor’s sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section \_\_\_\_\_ have been delivered to Lessor.

[7][8][9].*Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

Draft: December 3, 2021

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* Missouri State University
- (b) *Lienholder:* Banc of America Public Capital Corp  
 Northeast Center Building  
 2059 Northlake Parkway  
 Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor’s files throughout the Lease Term of the Lease created hereby.

Dated: \_\_\_\_\_

LESSOR:  
 Banc of America Public Capital Corp  
 11333 McCormick Road  
 Hunt Valley II  
 M/C MD5-032-07-05  
 Hunt Valley, MD 21031  
 Attention: Contract Administration  
 Fax No.: (443) 541-3057

LESSEE:  
 Missouri State University  
 901 South National  
 Springfield, MO 65897  
 Attention: Chief Financial Officer

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**EXHIBIT A-2**

**FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - ENERGY SERVICES EQUIPMENT**

Re: Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Missouri State University, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.



4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ \_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the \_\_\_\_ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to

become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section \_\_\_\_, or, at Lessor’s sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow

Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section \_\_\_\_\_ have been delivered to Lessor.

10. *Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

Dated: \_\_\_\_\_

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:  
Missouri State University  
901 South National  
Springfield, MO 65897  
Attention: Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**EXHIBIT B**

**FORM OF PAYMENT SCHEDULE**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---	---

*Contract Rate; Taxable Rate.* The Contract Rate for this Equipment Schedule is \_\_\_\_\_% per annum. The Taxable Rate for this Equipment Schedule is \_\_\_\_\_% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is \_\_\_\_\_.

LESSOR:  
Banc of America Public Capital Corp

LESSEE:  
Missouri State University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C-1A**

**FORM OF AUTHORIZING RESOLUTION (AGREEMENT)**

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

FINANCE NO. \_\_\_\_\_  
RESOLUTION AUTHORIZING THE  
EXECUTION AND DELIVERY OF A MASTER  
EQUIPMENT LEASE/PURCHASE  
AGREEMENT AND AN INITIAL SCHEDULE  
THERETO IN A PRINCIPAL AMOUNT OF  
\$5,600,000, TO PROVIDE FUNDS TO FINANCE  
THE ACQUISITION OF CERTAIN EQUIPMENT  
AND OTHER PERSONAL PROPERTY FOR USE  
BY THE UNIVERSITY; PRESCRIBING THE  
SECURITY THEREFOR; AND PRESCRIBING  
OTHER MATTERS RELATING THERETO.

**WHEREAS**, Missouri State University is a state educational institution duly created, organized and existing under the laws of the State of Missouri (the “University”), and desires to acquire certain equipment and other personal property for use by the University from time to time pursuant to a master lease/purchase agreement; and

**WHEREAS**, the University desires to enter into a master equipment lease/purchase agreement with Banc of America Public Capital Corp (“BAPCC”) to provide lease financing for equipment and other personal property sought to be financed by the University from time to time pursuant to schedules (each, a “Schedule”) to be entered into pursuant to the master agreement; and

**WHEREAS**, the University has received a proposal from BAPCC to provide lease financing for certain energy efficiency equipment to be financed under the master agreement, consisting of a new chiller to serve the District Chilled Water System, to be located at Chiller Station #6 (Hammons Student Center), new condensing boilers to be located in a consolidated boiler plant in JQH Arena , and ancillary building installation and equipment costs, all as part of the integrated HVAC system for the University’s Springfield campus (collectively, the “Equipment”); and

**WHEREAS**, the University desires to acquire the Equipment and to obtain the financing for the Equipment on a lease/purchase basis, all as set forth in the herein described Lease Documents; and

**WHEREAS**, in order to accomplish the foregoing, it will be necessary and desirable that the University enter into certain documents and agreements, which shall be filed with the records

of the University (the “Lease Documents”) and that the University take certain other actions and approve certain other documents as herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:**

**Section 1. Approval of Lease Proposal and Lease Documents.** In order to obtain funds to be used for the purposes aforesaid, including reimbursement of certain costs related to acquisition of the Equipment previously incurred by the University, the Board of Governors hereby authorizes the University to enter into (a) a Master Equipment Lease/Purchase Agreement between the University, as lessee, and BAPCC, as lessor (the “Master Lease”), in substantially the form attached hereto as **Exhibit A**; (b) an Escrow and Account Control Agreement among the University, BAPCC and Bank of America, N.A., as escrow agent (the “Escrow Agreement”) in substantially the form attached hereto as **Exhibit B**; and (c) Equipment Schedule No. 01 to the Master Lease (“Schedule No. 01”) in substantially the form attached hereto as **Exhibit C**, which Schedule No. 01 shall provide for lease / purchase financing of the Equipment in the principal amount of \$5,600,000, shall have a final maturity on September 7, 2030, shall have a fixed interest rate of 1.616% per annum, shall be secured by the Equipment to be financed or reimbursed with proceeds of the Master Lease and Schedule No. 01, and shall have the other terms and provisions set forth in the Master Lease and Schedule No. 01, with such changes thereto as may be approved by the officer executing the same in accordance with **Section 2** of this Resolution.

**Section 2. Authorized Officers.** The Board of Governors hereby authorizes the Chair of the Board of Governors, the President or the Chief Financial Officer of the University to execute and deliver the Lease Documents and, if required a tax certificate or agreement relating to the financing of the Equipment, with such changes thereto as the executing officer may approve consistent with the terms of this Resolution, and such other notices, consents, agreements, instruments and certificates as the executing officer may determine to be necessary or desirable to effect the purposes of this Resolution, such executions and deliveries to constitute approval of the final forms of the Lease Documents and such other notices, consents, agreements, instruments and certificates by the University.

**Section 3. Reimbursement of Expenditures.** The University has made certain expenditures in connection with the acquisition of the Equipment, and expects to make additional expenditures after the date of this Resolution and before the execution and delivery of the Lease Documents, and the University desires and intends to reimburse itself, from proceeds of the Lease for such expenditures made no earlier than 60 days before the date of this Resolution.

**Section 4. Exception to Investment Policy.** The maximum percentage of total investment funds held in each instrument permitted by the University’s G8.04 Investment Policy, Item 7, is amended with respect to investments of proceeds of the financing under the herein authorized Escrow Agreement to read as follows, solely with respect to such funds:

7. No more than \$5,600,000 to be held in money market funds invested in U.S. Treasury / Government obligations.

**Section 5. Repeal of Conflicting Resolutions.** All prior resolutions of the Board of Governors or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Resolution shall take effect and be in full force immediately upon its adoption by the Board of Governors.

**ADOPTED** by the Board of Governors of Missouri State University this 16<sup>th</sup> day of December, 2021.

By: \_\_\_\_\_  
Title: Chair, Board of Governors

ATTEST:

By: \_\_\_\_\_  
Title: Secretary, Board of Governors

**EXHIBIT C-1B**

**FORM OF AUTHORIZING RESOLUTION (LEASE)  
MISSOURI STATE UNIVERSITY**

BOARD OF GOVERNORS

FINANCE NO. \_\_\_\_\_  
RESOLUTION \_\_\_\_\_ AUTHORIZING THE  
EXECUTION AND DELIVERY OF AN  
EQUIPMENT SCHEDULE TO THE EXISTING  
MASTER EQUIPMENT LEASE/PURCHASE  
AGREEMENT IN A PRINCIPAL AMOUNT NOT  
TO EXCEED \$\_\_\_\_\_, TO PROVIDE  
FUNDS TO FINANCE THE ACQUISITION OF  
CERTAIN EQUIPMENT AND OTHER  
PERSONAL PROPERTY FOR USE BY THE  
UNIVERSITY; PRESCRIBING THE SECURITY  
THEREFOR; AND PRESCRIBING OTHER  
MATTERS RELATING THERETO.

**WHEREAS**, Missouri State University is a state educational institution duly created, organized and existing under the laws of the State of Missouri (the “University”), and desires to acquire certain equipment and other personal property for use by the University from time to time pursuant to a master lease/purchase agreement; and

**WHEREAS**, the University has entered into a Master Equipment Lease/Purchase Agreement dated December 17, 2021 (the “Master Agreement”) with Banc of America Public Capital Corp (“BAPCC”) to provide lease financing for equipment and other personal property sought to be financed by the University from time to time pursuant to schedules to be entered into pursuant to the Master Agreement; and

**WHEREAS**, the University has received a proposal from BAPCC to provide lease financing with a cost not to exceed \$\_\_\_\_\_ and consisting of \_\_\_\_\_, which constitutes personal property necessary for the University to perform its essential functions as a state educational institution (collectively, the “Equipment”) on the terms herein provided; and

**WHEREAS**, the University desires to acquire the Equipment and to obtain the financing for the Equipment on a lease/purchase basis, all as set forth in the herein described Lease Documents; and

**WHEREAS**, in order to accomplish the foregoing, it will be necessary and desirable that the University enter into certain documents and agreements, which shall be filed with the records of the University (the “Lease Documents”) and that the University take certain other actions and approve certain other documents as herein provided.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:**

**Section 1. Approval of Lease Proposal and Lease Documents.** In order to obtain funds to be used for the purposes aforesaid, including reimbursement of certain costs related to acquisition of the Equipment previously incurred by the University, the Board of Governors hereby authorizes the University to enter into (a) the Equipment Schedule, including the Payment Schedule, in substantially the form attached hereto as **Exhibit A**; and [(b) an Escrow and Account Control Agreement among the University, BAPCC and Bank of America, N.A., as escrow agent (the “Escrow Agreement”) in substantially the form attached hereto as **Exhibit B**;) each with such changes thereto as may be approved by the officer executing the same in accordance with **Section 2** of this Resolution.

**Section 2. Authorized Officers.** The Board of Governors hereby authorizes the Chair of the Board of Governors, the President or the Chief Financial Officer of the University to execute and deliver the Lease Documents and, if required a tax certificate or agreement relating to the financing of the Equipment, with such changes thereto as the executing officer may approve consistent with the terms of this Resolution, and such other notices, consents, agreements, instruments and certificates as the executing officer may determine to be necessary or desirable to effect the purposes of this Resolution, such executions and deliveries to constitute approval of the final forms of the Lease Documents and such other notices, consents, agreements, instruments and certificates by the University.

**Section 3. Reimbursement of Expenditures.** The University has made certain expenditures in connection with the acquisition of the Equipment, and expects to make additional expenditures after the date of this Resolution and before the execution and delivery of the Lease Documents, and the University desires and intends to reimburse itself, from proceeds of the Lease for such expenditures made no earlier than 60 days before the date of this Resolution.

**[Section 4. Exception to Investment Policy.** The maximum percentage of total investment funds held in each instrument permitted by the University’s G8.04 Investment Policy, Item 7, is amended with respect to investments of proceeds of the financing under the herein authorized Escrow Agreement to read as follows, solely with respect to such funds:

7. No more than \$ \_\_\_\_\_ to be held in money market funds invested in U.S. Treasury / Government obligations.]

**Section 5. Repeal of Conflicting Resolutions.** All prior resolutions of the Board of Governors or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Resolution shall take effect and be in full force immediately upon its adoption by the Board of Governors.

**ADOPTED** by the Board of Governors of Missouri State University this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Title: Chair, Board of Governors

ATTEST:

By: \_\_\_\_\_  
Title: Secretary, Board of Governors

The undersigned, a duly elected or appointed and acting Secretary of the Board of Governors of Missouri State University, hereby certifies that the foregoing Resolution is a full, true and correct copy of the Resolution as adopted by the Board of Governors of Missouri State University on \_\_\_\_\_, 20\_\_\_. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C-2A**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)**

The undersigned, a duly elected or appointed and acting Secretary of the Board of Governors, of Missouri State University ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF DECEMBER 17, 2021 (THE "*AGREEMENT*") AND SEPARATE EQUIPMENT SCHEDULES RELATING THERETO FROM TIME TO TIME AS PROVIDED IN THE AGREEMENT (COLLECTIVELY, THE "*EQUIPMENT SCHEDULES*"), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP ("*LESSOR*"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF \_\_\_\_\_ BY AND AMONG LESSOR, LESSEE AND \_\_\_\_\_ AS ESCROW AGENT,] ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE "*OPERATIVE AGREEMENTS*"), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

**EXHIBIT C-2B**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)**

The undersigned, a duly elected or appointed and acting Secretary of the Board of Governors of Board of Governors of Missouri State University ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE EQUIPMENT SCHEDULE NO. \_\_\_ DATED AS OF \_\_\_\_\_ (THE "*EQUIPMENT SCHEDULE*"), WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF DECEMBER 17, 2021 (THE "*AGREEMENT*"), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP ("*LESSOR*"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF \_\_\_\_\_ BY AND AMONG LESSOR, LESSEE \_\_\_\_\_ AS ESCROW AGENT,] AND ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE "*OPERATIVE AGREEMENTS*"), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

**EXHIBIT D-1**

**FORM OF OPINION OF COUNSEL TO LESSEE**  
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, by and between Banc of America Public Capital Corp, as Lessor, and Board of Governors of Missouri State University, as Lessee

Ladies and Gentlemen:

I am General Counsel to the Board of Governors of Missouri State University (the “University”) and acted as such in connection with the execution and delivery of (a) the above-referenced Master Equipment Lease/Purchase Agreement dated as of December 17, 2021 (the “Master Lease”), between Banc of America Public Capital Corp, as lessor (“Lessor”) and the University, as lessee, and Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, entered into (the “Schedule” and collectively with the Master Lease, the “Agreement”), and (b) the Escrow and Account Control Agreement dated as of \_\_\_\_\_ (the “Escrow Agreement”), among the University, Lessor and \_\_\_\_\_, as escrow agent. The authorization, execution and delivery of the Agreement and the Escrow Agreement were authorized by resolution adopted by the Board of Governors for the University (the “Board”) on \_\_\_\_\_. I have examined, among other things, all proceedings of the Board in connection with the authorization, execution and delivery of the Agreement and the Escrow Agreement and such other records and instruments of the Board and of the University together with applicable certificates and such other documents as I deem relevant in rendering this opinion. Capitalized terms used herein and not otherwise defined have the meaning given those terms in the Agreement.

Based upon the foregoing, I am of the following opinions:

1. The University is a state institution of higher education of the State of Missouri.
2. The University has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Agreement and the Escrow Agreement and to perform its obligations under the Agreement and the Escrow Agreement.

3. The Agreement and the Escrow Agreement have been duly authorized, approved, executed and delivered by and on behalf of the University, and constitute legal, valid and binding obligations of the University enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Agreement and the Escrow Agreement and all other proceedings of the University relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or, to my knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement and the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Agreement, unless otherwise provided herein.

Lessor and its successors and assigns are entitled to rely on this opinion.

Very truly yours,

---

General Counsel

**EXHIBIT D-2**

**FORM OF OPINION OF SPECIAL TAX COUNSEL**  
(to be typed on letterhead of counsel)

[For Equipment Schedules in excess of \$5,000,000]

December 17, 2021

Missouri State University  
Springfield, Missouri

Banc of America Public Capital Corp  
Hunt Valley, Maryland

Re: Master Equipment Lease/Purchase Agreement dated as of December 17, 2021,  
and Equipment Schedule No. \_\_ dated as of \_\_\_\_\_, 20\_\_, each between  
Banc of America Public Capital Corp. and Missouri State University

Ladies and Gentlemen:

We have acted as special tax counsel to Missouri State University (the “University”), in connection with the execution and delivery of the above-referenced Master Equipment Lease/Purchase Agreement dated as of December 17, 2021 (the “Master Lease”), between Banc of America Public Capital Corp, as lessor (“Lessor”) and the University, as lessee, and Equipment Schedule No. \_\_\_\_, dated \_\_\_\_\_, entered into (the “Schedule” and collectively with the Master Lease, the “Agreement”). Capitalized terms used herein and not otherwise defined have the meanings given those terms in the Agreement.

We have reviewed an executed copy of the Agreement and have examined the law and the transcript of proceedings relating to the authorization of the Agreement and such other documents as we deem necessary to render this opinion. In addition, we have reviewed and considered the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations issued thereunder. As to questions of fact material to our opinion we have relied upon the representations of the University contained in the transcript of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

In rendering the opinion set forth herein, we have assumed without undertaking to investigate the same by independent investigation or research that (a) the Agreement and has been duly authorized and executed by the Lessor, and (b) the University has fully complied with and fulfilled and will continue to fully comply with and fulfill all covenants and requirements of



the Agreement and the Tax Compliance Certificate and Agreement dated the date hereof executed by the University in connection therewith.

Reference is made to the opinion of Rachael Dockery, General Counsel for the University, that the Agreement has been duly authorized and delivered by the University.

Based upon the foregoing review and assumptions, it is our opinion, under existing law and current rulings and official interpretations of law by the United States Internal Revenue Service, as follows:

1. The Agreement constitutes the legal, valid and binding obligations of the University, enforceable against the University in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

2. The interest portion of each Rental Payment paid by the University under the Agreement is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in this paragraph is subject to the condition that the University comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Agreement in order to preserve the exclusion of the interest portions of the rental payments paid by the University thereunder from gross income for federal income tax purposes. The University has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest portions of the Rental Payments paid by the University under the Agreement to be included in gross income for federal income tax purposes retroactive to the date of the execution and delivery of the Agreement. The University has not designated the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Agreement.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion. Lessor and its successors and assigns are entitled to rely on this opinion.

Very truly yours,

**EXHIBIT E**

**FORM OF FINAL ACCEPTANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, by and between Banc of America Public Capital Corp, as Lessor, and Missouri State University, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: \_\_\_\_\_

LESSEE:

Missouri State University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**

**FORM OF SELF-INSURANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, by and between Banc of America Public Capital Corp, as Lessor, and Board of Governors of Missouri State University, as Lessee

In connection with the above-referenced Equipment Schedule (the "*Equipment Schedule*"), Missouri State University (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$\_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$\_\_\_\_\_.]

[2]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$\_\_\_\_\_. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$\_\_\_\_\_.]

[2]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: \_\_\_\_\_.  
Amounts payable for claims from such sources are limited as follows: \_\_\_\_\_  
\_\_\_\_\_.

3. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

Missouri State University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G**

**RESERVED**

## EXHIBIT H

### FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated \_\_\_\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that, as of \_\_\_\_\_, 20\_\_, it has assigned and sold to \_\_\_\_\_ (“Assignee”) all of Assignor’s right, title and interest in, to and under Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_ (including the Payment Schedule attached thereto, the “Equipment Schedule”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 17, 2021 (the “Agreement”), each by and between Assignor and Missouri State University (“Lessee”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of \_\_\_\_\_, 20\_\_ (the “Escrow Agreement”) by and among Lessee, Assignor and \_\_\_\_\_, as Escrow Agent, together with the Escrow Account related thereto (collectively, the “Assigned Property”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Lease” means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “Lease” specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the

other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	\$ _____
Remaining	
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ACKNOWLEDGED AND AGREED:

LESSEE: Missouri State University  
[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I**

**ESCROW AND ACCOUNT CONTROL AGREEMENT**

Draft: December 3, 2021

EXHIBIT I

[Form of] Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this “Agreement”), dated as of \_\_\_\_\_, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “Lessor”), Missouri State University, a state educational institution duly created, organized and existing under the laws of the State of Missouri (hereinafter referred to as “Lessee”) and Bank of America, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as “Escrow Agent”).

Reference is made to that certain Equipment Schedule No. \_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of December 17, 2021, between Lessor and Lessee (hereinafter referred to as the “Lease”), covering the acquisition and lease of certain Equipment described therein (the “Equipment”). It is a requirement of the Lease that the Acquisition Amount (\$ \_\_\_\_\_) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “Missouri State University Escrow Account” (the “Escrow Account”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and shall not be collateralized. Escrow Agent shall have no obligation to pay interest

on cash in respect of any period during which it is uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any legal investments for public funds per the Missouri State University G8.04 Investment Policy for Lessee .

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signer's form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the

Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any

termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the “Effective Date”), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

## 2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee’s compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an “Authorized Representative”) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor’s security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee’s rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of

and from any of the foregoing personal property (collectively, the “Collateral”), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Missouri (“Commercial Code”) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor’s claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor’s claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will



not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (443) 541-3057

If to Lessee: Missouri State University  
901 South National  
Springfield, MO 65897  
Attn: Chief Financial Officer  
Fax: (417) 836-4443

If to Escrow Agent: Bank of America, National Association  
Global Custody and Agency Services  
540 W. Madison Street  
Mail Code: IL4-540-21-03  
Chicago, Illinois 60661  
Attention: GCAS AMRS Escrow Client Services  
Telephone: (312) 992-3272  
Fax: (312) 453-4443  
Email: [gcas\\_amrs\\_escrow\\_client\\_service@bofa.com](mailto:gcas_amrs_escrow_client_service@bofa.com)

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein “Tax Certification” shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the parties hereto consent to jurisdiction in the State of Missouri and venue in any state or Federal court located in the City of Kansas City, Missouri.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Bank of America Public Capital Corp  
as Lessor

Missouri State University  
as Lessee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Bank of America, National Association  
As Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1  
to the Escrow and Account Control Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Equipment Schedule No. \_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of December 17, 2021, by and between Banc of America Public Capital Corp, as Lessor, and Missouri State University, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of \_\_\_\_\_ (the “Escrow and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), Missouri State University (“Lessee”) and Bank of America, National Association, (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

<b>Payee’s Name and Address</b>	<b>Invoice Number</b>	<b>Dollar Amount</b>	<b>Purpose</b>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required. >	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>  <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*>  <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: \_\_\_\_\_

Missouri State University

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Disbursement of funds from the Escrow  
Account in accordance with the foregoing  
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_

Name:

Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-1**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting Secretary of the Board of Governors of Board of Governors of Missouri State University ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Schedule of Property No. \_\_\_ dated as of \_\_\_\_\_ to Master Equipment Lease/Purchase Agreement dated as of December 17, 2021, by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of \_\_\_\_\_ by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-2**

**Escrow and Account Control Agreement dated as of \_\_\_\_\_ by and among Banc of America Public Capital Corp, as Lessor, Missouri State University, as Lessee and Bank of America, National Association, as Escrow Agent**

**Certificate of Authorized Representatives – [Lessor]**

**Name:** Terri Preston

**Name:** Nancy Nusenko

**Title:** Authorized Agent

**Title:** Authorized Agent

**Phone:** 443-541-3642

**Phone:** 443-541-3646

**Facsimile:** 443-541-3057

**Facsimile:** 443-541-3057

**E-mail:** Terri.Preston@baml.com

**E-mail:** [Nancy.a.nusenko@baml.com](mailto:Nancy.a.nusenko@baml.com)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** Nancy K. Hepner

**Name:** Arlene Sobieck

**Title:** Authorized Agent

**Title:** Authorized Agent

**Phone:** 443-541-3645

**Phone:** 443-541-3643

**Facsimile:** 804-553-2407

**Facsimile:** 443-541-3057

**E-mail:** Nancy.k.hepner@baml.com

**E-mail:** [Arlene.sobieck@baml.com](mailto:Arlene.sobieck@baml.com)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



**EQUIPMENT SCHEDULE NO. 01 - GENERAL EQUIPMENT**

Re: Master Equipment Lease/Purchase Agreement, dated as of December 17, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Missouri State University, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement:

**Electrical Installation – Chiller Station Six                   \$330,000.00**

Purchase electrical installation for chiller station six for Hammons Student Center - A cooling tower, with three chilled water pumps and one cooling tower pump with six high efficiency boilers and pumps, is to be added. Modifications are to be made to the electrical service to accommodate additional chillers and associated equipment.

Award to Schneider Electric for one Schneider 15,000 Volt load interrupter primary disconnect switch, one 12.3 KV: 480:277V 3000 KVA transformer, and one Square-D Power-Zone 4500A load center unit substation with electrical switches, for an estimated completion by February 2022.

**Cooling Tower – District Chiller Water System   \$375,000.00**

New cooling tower for Hammons Student Center with an added chiller. Modifications to the electrical service for Chiller Station Six to accommodate the additional chiller(s) and associated equipment will be required.

Award to Midwest Machinery for the purchase of one Marley NC8414WAN crossflow dual cell, for an estimated completion of February 2022.

**Chiller – Station Six \$725,000.00**

New chiller for Chiller Station Six located adjacent to Hammons Student Center.

Award to McQueeny Group for the purchase of one York YMC2 centrifugal magnetic bearing, for an estimated completion of March 2022.

**Pumps and Boilers \$775,000.00**

New pumps and boilers for Hammons Student Center to facilitate the new consolidated boiler plant in the adjacent Arena.

Award to Blackmore and Glunt, to purchase AERCO Benchmark BMK6000 boilers and Bell and Gosset e-1510 6 G, HSC-S8x10x17L, e-1510 8GB, 3-1510 6G, and e-80 3x3x9.5C pumps, for an estimated completion of February 2022.

**Electrical – Underground Distribution Switchgear \$110,000.00**

New electrical underground distribution switchgear for the Arena and Hammons Student Center.

Award to S&C Electric Company for the purchase of one Vista 413 switchgear, for an estimated completion by March 2022.

[\*Note – forgoing is \$2,315,000 of equipment ordered, but not paid for, by University. Balance of contract will be, as follows:.\*]

Construction Contract – Carson-Mitchell, Inc. \$2,930,075.00

Consulting Contract – Ross & Baruzzini Inc. \$279,366.50 (paid by University for reimbursement from Acquisition Amount).

[\*Note – does not include full consulting fee or project contingency per \$5.9MM approved by Board.\*]

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due

(including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$5,600,000.00. It is expected that by twelve (12) months from the date of this Equipment Schedule No. 01, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before twelve (12) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 12 months following the date hereof.

8. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to

add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 8, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor (other than for costs of issuance and reimbursement of certain consultant / engineering costs relating to the Equipment, not to exceed \$350,000) until such Surety Bonds satisfying the conditions set forth in this Section 8 have been delivered to Lessor.

9. *Lease Term.* The Lease Term shall consist of the Original Term and nine (9) consecutive Renewal Terms, with the final Renewal Term ending on September 7, 2030, subject to earlier termination pursuant to the Agreement.

Dated: December 17, 2021

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:  
Missouri State University  
901 South National  
Springfield, MO 65897  
Attention: Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen C. Foucart  
Title: Chief Financial Officer

Counterpart No. \_\_\_\_\_ of two manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**Payment Schedule  
Equipment Schedule No. 01  
December 17, 2021**

<b>Pmt. No.</b>	<b>Year No.</b>	<b>Payment Date</b>	<b>Funding Amount</b>	<b>Payment Amount</b>	<b>Interest Portion</b>	<b>Principal Portion</b>	<b>Outstanding Balance</b>	<b>Termination Value</b>
0		12/17/2021	5,600,000.00				5,600,000.00	
1	1	9/7/2022		70,358.22	65,358.22	5,000.00	5,595,000.00	5,706,900.00
2	2	9/7/2023		95,415.20	90,415.20	5,000.00	5,590,000.00	5,701,800.00
3	3	9/7/2024		95,334.40	90,334.40	5,000.00	5,585,000.00	5,696,700.00
4	4	9/7/2025		984,184.48	90,253.60	893,930.88	4,691,069.12	4,784,890.50
5	5	9/7/2026		984,184.48	75,807.68	908,376.80	3,782,692.32	3,858,346.17
6	6	9/7/2027		984,184.48	61,128.31	923,056.17	2,859,636.15	2,916,828.87
7	7	9/7/2028		984,184.48	46,211.72	937,972.76	1,921,663.39	1,960,096.66
8	8	9/7/2029		984,184.48	31,054.08	953,130.40	968,532.99	987,903.65
9	9	9/7/2030		984,184.48	15,651.49	968,532.99	-	-
			<b>5,600,000.00</b>	<b>6,166,214.70</b>	<b>566,214.70</b>	<b>5,600,000.00</b>		

*Contract Rate; Taxable Rate.* The Contract Rate for this Equipment Schedule is 1.616% per annum. The Taxable Rate for this Equipment Schedule is 2.06% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is September 7, 2022.

LESSOR:  
Banc of America Public Capital Corp

LESSEE:  
Missouri State University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

XIV.A.

**RECOMMENDED ACTION** – Approval of bid and award of a contract for the chiller station number six expansion on the Springfield Campus.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the bid of Carson-Mitchell, Inc. in the amount of Two Million Nine Hundred Thirty Thousand Seventy-five and 00/100ths dollars (\$2,930,075.00) for the base bid plus alternates 1, 2, and 4 for the chiller station number six expansion on the Springfield Campus be accepted, approved, and awarded.

**BE IT FURTHER RESOLVED** that the financial plan be established as follows:

<b>Project Budget</b>	
Consultant Fees	\$452,000.00
Construction Costs	\$2,930,075.00
Project Administration	\$26,000.00
Construction Contingency	\$356,420.24
Furniture, Fixtures, and Equipment	\$2,135,504.76
Telecommunications	\$0.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$5,900,000.00</b>
<b>Funding Source</b>	
Chiller Station 6 Expansion budget	\$5,900,000.00
<b>Total Funding Source</b>	<b>\$5,900,000.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the Chiller Station 6 Expansion budget funded initially from reserves and reimbursed by anticipated Bank of America Capitalized lease and unrestricted Plant Fund Reserves.

**BE IT FURTHER RESOLVED** that the Vice President for Administrative Services or the University Architect and Director of Planning, Design and Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

**VOTE:** AYE \_\_\_\_\_

NAY \_\_\_\_\_

**COMMENTS:**

The bid received on this project is as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alt. 1</b>	<b>Alt. 2</b>	<b>Alt. 3</b>	<b>Alt. 4</b>	<b>Total (Base Bid + Alt. 1, 2, &amp; 4)</b>
Carson-Mitchell, Inc.	\$2,785,240.00	\$70,470.00	\$53,265.00	\$0.00	\$21,100.00	\$2,930,075.00

This project installs an additional chiller in chiller station number six (6) located adjacent to Hammons Student Center. The additional chiller will help ensure the district chilled water system has adequate capacity to serve the Springfield Campus including Kampeter Health Sciences Hall. It will also increase the reliability of the system. To locate the new chiller in chiller station number six (6), the aging boilers that currently serve Hammons Student Center need to be removed from the building. This project provides a new consolidated boiler plant located in JQH Arena. The new boiler plant will serve Hammons Student Center, as well as JQH Arena. The new boilers will be high-efficiency gas-fired condensing boilers, increasing energy efficiency, and allowing for better control of the heating system for the adjoining buildings.

Owner furnished equipment for this project includes pumps, condensing boilers, chiller, cooling tower, and various electrical substations, switches, and panels. The purchase of this equipment was estimated at \$2,280,000.00 and previously approved at the November 17, 2021, Board of Governors Executive Committee Meeting due to potential COVID related delays with the equipment.

Work is scheduled to be completed during the summer 2022 semester.

Alternate 1 provides a screen wall extension. Alternate 2 provides new roofing with a cover board. Alternate 4 upgrades the building automation and control network serving Chiller Station 6. These alternates are being accepted.

Alternate 3 would have extended the completion date no later than September 30, 2022. This alternate is not being accepted as there would be no cost savings to the university.

While only one bid was received for this project, it is in line with the anticipated costs and recommended to be accepted.

This project will be paid from the Chiller Station 6 Expansion budget funded initially from reserves and reimbursed by anticipated Bank of America Capitalized lease (\$5,600,000.00) and unrestricted Plant Fund Reserves (\$300,000.00).



XIV.B.

**RECOMMENDED ACTION** – Approval of bids and award of a contract for the lecture hall addition at Looney Hall on the West Plains Campus.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the low bid of Bales Construction Company, Inc. in the amount of Two Million Twenty-two Thousand and 00/100ths dollars (\$2,022,000.00) for the base bid plus alternate 2 for the lecture hall addition at Looney Hall on the West Plains Campus be accepted, approved, and awarded.

**BE IT FURTHER RESOLVED** that the financial plan be established as follows:

<b>Project Budget</b>	
Consultant Fees	\$155,000.00
Construction Costs	\$2,022,000.00
Project Administration	\$58,800.00
Construction Contingency	\$202,200.00
Furniture, Fixtures, and Equipment	\$80,000.00
Telecommunications	\$67,000.00
Relocation Costs	\$15,000.00
<b>Total Project Budget</b>	<b>\$2,600,000.00</b>
<b>Funding Source</b>	
West Plains - Looney Lecture Hall budget	\$2,600,000.00
<b>Total Funding Source</b>	<b>\$2,600,000.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the West Plains – Looney Lecture Hall budget funded by Governor’s Emergency Education Relief Funds and West Plains Operating Reserves.

**BE IT FURTHER RESOLVED** that the Vice President for Administrative Services or the University Architect and Director of Planning, Design and Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

**VOTE:** AYE \_\_\_\_\_

NAY \_\_\_\_\_

**COMMENTS:**

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alt. 1</b>	<b>Alt. 2</b>	<b>Total (Base Bid + Alt. 2)</b>
<b>Bales Construction Company, Inc.</b>	\$2,080,000.00	(\$218,000.00)	(\$58,000.00)	\$2,022,000.00
<b>John Adams Construction Company, Inc.</b>	\$2,192,305.00	(\$117,087.00)	(\$59,500.00)	\$2,132,805.00

This project includes the addition of a lecture hall to the south side of Looney Hall on the West Plains campus. The lecture hall addition will include a new classroom to seat up to 100 students, a new main entrance into the building, and new restrooms. The new classroom will have tiered seating, and the new restrooms will serve both the lecture hall addition and the existing building. Work is scheduled to be completed during the summer 2022 semester.

Alternate 1 would have removed all work associated with the restrooms. This alternate is not being accepted due to client preference.

Alternate 2 provides a Thermoplastic Polyolefin (TPO) roof system in lieu of a built-up roof system. This alternate is being accepted.

This project will be paid from the West Plains – Looney Lecture Hall budget funded by Governor’s Emergency Education Relief Funds (\$950,000.00) and West Plains Operating Reserves (\$1,650,000.00).

MarCom updates since the October 15, 2021 meeting

**Web Strategy and Development (WSD)**

The team continues the transition to a new content management system (CMS) for the university website. The project launched at the beginning of December 2020. The major portions are expected to be completed in the next 4-6 months. The CMS is used by editors across the university to update their department/division sites. This new system is much more robust and easier to use. It also includes a variety of options that will enable WSD to transition away from antiquated “homegrown” features we currently offer on the website.

Additionally, WSD is reviewing strategies and platforms that have the potential to positively impact enrollment for 2022, including a search engine optimization platform (SEO) and a hybrid chat feature for the website.

**Office of Strategic Communications (formerly University Communications)**

The team continues to expand their digital marketing projects. They are working on recruiting campaigns for Admissions, Criminology and Hospitality, MCHHS, undergraduate certificates and an overall awareness campaign for the university.

They continue to provide strategic communications and support across campus, along with social media engagement.

**Video Marketing (formerly Visual Media)**

The team continues work on new high-production-value videos for Mind’s Eye and Student Affairs

They are currently focusing on topic-sensitive video shorts for vaccinations, graduation and other end-of-year activities.

**Creative Services (formerly Editorial Design Services)**

The team continues to be very busy partnering with Admissions, the Foundation, colleges and departments across campus. They are also working closely with the social media, digital marketing and the web team in developing designs, avatars, etc. They finalized the 2016-21 Long Range Plan wrap-up booklet. The print booklet is available for distribution.

They are finalizing publications for various colleges (RCOAL, COB) and the Foundation.

Photographers are currently finalizing photography for Mind’s Eye and are very busy with coverage of fall/winter athletics and activities on campus.

XVI.B.

**RECOMMENDED ACTION** – Approval of Appointment of the 2022 Executive Committee of the Board of Governors.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the Bylaws of the Board of Governors requires the chair-elect of the Board to appoint committees of the Board; and

**WHEREAS**, the Bylaws require the appointment of the Executive Committee to be approved by the full Board of Governors.

**NOW, THEREFORE, BE IT RESOLVED** that the 2022 Executive Committee of the Board of Governors consist of Chair Carol Silvey, Vice Chair Chris Waters, Craig Frazier, and Lynn Parman.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

Membership in the other committees for 2022 as appointed by Chair Silvey shall be as follows:

1. Finance and Facilities Committee: All members of the Board of Governors (Chair Lynn Parman);
2. Programs and Planning Committee: All members of the Board of Governors (Chair Amy Counts);
  - a. Citizen Scholars Subcommittee: Amy Counts, Craig Frazier, Lynn Parman, Briar Douglas
  - b. Staff and Faculty Excellence in Public Affairs Awards Subcommittee: Briar Douglas, Carol Silvey, and Jay Wasson
3. Risk Management and Audit Committee: Chris Waters (Chair), Amy Counts, Carol Silvey, and Jay Wasson; and
4. Board Representative to the Missouri State University Foundation: Jay Wasson

XVII.

RECOMMENDED ACTION - Resolution authorizing closed meeting

The following resolution was moved by \_\_\_\_\_ and seconded  
by \_\_\_\_\_:

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this regular meeting of the Board of Governors to consider items pursuant to...

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding..." and "Sealed bids and related documents..."
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,..."

VOTE: \_\_\_ AYE

\_\_\_ NAY