



Board of Governors Meeting

Robert W. Plaster Student Union, Traywick Parliamentary Room 313

Friday, 2/18/2022

8:30 AM - 1:00 PM CT

I. Roll Call Presented By: Governor Carol Silvey

II. Approval of Minutes Presented By: Governor Carol Silvey

II. 12.16.2021.BOG.Minutes - Page 4

III. Consent Agenda Presented By: Governor Carol Silvey

A. President

1. Approval of FY22-23 Employment Agreement for Assistant Coaches

III.A.1. Approval of FY22-23 Employment Agreement for Assistant Coaches - Page 12

B. Facilities and Equipment

1. Approval of Activity Report for the month of December 2021

III.B.1. Approval of Activity Report for the month of December 2021 - Page 27

2. Approval of Activity Report for the month of January 2022

III.B.2. Approval of Activity Report for the month of January 2022 - Page 29

3. Approval of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri

III.B.3. Approval of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri - Page 31

4. Approval to increase the total annual expenditure for the remaining renewal available for the job order contracting services – mechanical, electrical, and plumbing repair and replacement contracts

III.B.4. Approval of FM JOCS Annual Expenditure Increase & Term Extension - Page 43

C. Human Resources

1. Approval of Actions Concerning Academic Employees

III.C.1. Academic Personnel Action(s) - Page 45

2. Approval of Actions Concerning Non-Academic Employees

III.C.2. Non-academic Personnel Action(s) - Page 64

D. Procurement and Financial

1. Approval of Procurement Activity Report

III.D.1. Procurement Activity Report - Page 75

E. West Plains Campus

1. Approval of Actions Concerning Academic Employees

III.E.1. Academic personnel action(s) West Plains - Page 83

2. Approval of Actions Concerning Non-Academic Employees

III.E.2. Non-academic personnel action(s) West Plains Campus - Page 84

IV. Making Our Missouri Statement Moment - Smithsonian Folklife Festival Presented By: Tom Peters, Dean of the Library

IV. Smithsonian Folklife Festival - Page 85

V. Committee Reports

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

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

- A. Government Relations Update**
- B. Enrollment Update**
- C. Executive Vice President and Provost Search Update**
- D. Springfield Daily Citizen**
<https://sgfcitizen.org/>

VII. West Plains Campus

- A. Chancellor's Report Presented By: Dr. Dennis Lancaster, Chancellor of the West Plains Campus**
 - 1. Enrollment projections**
 - 2. Update on adding new sports**

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. Approval of Revisions to the Academic Calendar for 2022-2023**
VIII.B.1. Approval of Revisions to the 2022-2023 Academic Calendars - Page 87
 - 2. Approval of Academic Calendar for 2023-2024**
VIII.B.2. Approval of Academic Calendar for 2023-2024 - Page 89
 - 3. Approval of New Program: Doctor of Psychology**
VIII.B.3. Approval of New Program - Doctor of Psychology (PsyD) - Page 91
 - 4. Academic Administration Hiring Update**

IX. Community and Global Partnerships (written report only)

- A. Report from the Vice President for Community and Global Partnerships - Vice President Jim Baker will provide a written report on Sponsored Research**
IX.A. Office of Research Administration Activity Report - Page 100

X. Diversity and Inclusion

- A. Black History Month Activities Presented By: Wes Pratt, Assistant to the President and Chief Diversity Officer & Rabekah Stewart, Assistant Vice President for Student Affairs - Multicultural Services**
- B. Division for Diversity, Equity and Inclusion Report (written report only) - Assistant to the President/Chief Diversity Officer Wes Pratt will provide a written report regarding activities associated with the Division for Diversity, Equity and Inclusion**
X.B. Diversity Report - Page 104

XI. Student Affairs

- A. Report from the Student Body Vice President Presented By: Abigail Falgout, Student Body Vice President**
- B. Student Affairs Report Presented By: Dr. Dee Siscoe, Vice President for Student Affairs**
XI.B. Student Affairs Report - Page 110

XII. Staff Senate

- A. Staff Senate Report Presented By: Kathleen Hains, Chair of Staff Senate**
XII.A. Staff Senate Report - Page 113

XIII. Financial

A. Approval of Resolution to Refinance the MOHEFA 2015 Bonds Presented By: Steve Foucart, Chief Financial Officer

XIII.A. Resolution - MOHEFA Bonds (2022) - Page 114

B. Development Report (written report only) – Brent Dunn, Vice President for University Advancement, will provide a written report

XIII.B. Development Report - Page 118

XIV. 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

XIV.A. MarCom Report - Page 122

XV. Old Business

A. Approval of Distribution of Remaining HEERF III Student Grant Funds for Spring 2022 Semester Plan Presented By: Steve Foucart, Chief Financial Officer

XV.A. Spring 2022 Student Grant Resolution - Page 123

B. Major Discussion Item - COVID-19 Presented By: President Clif Smart

1. COVID-19 Update

2. COVID-19 Policies Update

XVI. 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

XVI. Closed Meeting Resolution - Page 125

XVII. Adjournment Presented By: Governor Carol Silvey

**MINUTES OF THE
BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
THURSDAY, DECEMBER 16, 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 Thursday, December 16, 2021, with Governor Amelia “Amy” Counts, Chair of the Board of Governors, presiding. Governor Counts called the meeting to order at 1:03 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
Jay Wasson, Governor
Chris Waters, Governor

Absent – Carrie Tergin, Governor

Also present – Clif Smart, President
Jim Baker, Vice President for Research and Economic Development and International Programs
Jeff Coiner, Chief Information Officer
Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental Relations
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 and Assistant to the President
Suzanne Shaw, Vice President for Marketing and Communications
Jessica Silvey, Executive Assistant to the President
Dee Siscoe, Vice President for Student Affairs
Rowena Stone, Secretary to the Board of Governors (via Zoom)
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 October 15, 2021 meeting. Governor Carol Silvey provided a motion, receiving a second from Governor Craig Frazier.

Motion passed 8-0.

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 FY22-23 Employment Agreements for Athletics Head Coach (Human Resources No. 1688-21)

Approval of Amendment to Employment Contract for Head Women's Volleyball Coach, Steven McRoberts (Human Resources No. 1689-21)

Facilities and Equipment

Approval of Activity Report for the month of October 2021 (Activity Report No. 318-21)

Approval of Activity Report for the month of November 2021 (Activity Report No. 319-21)

Human Resources

Approval of Actions Concerning Academic Employees (Human Resources No. 1690-21)

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1691-21)

Approval of Salary Adjustments for Non-Academic Employees (Human Resource No. 1692-21)

Procurement and Financial

Approval of Procurement Activity Report (Purchasing Activity Report No. 506-21)

West Plains Campus

Approval of Actions Concerning Non-Academic Employees (West Plains Personnel No. 468-21)

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

Motion passed 8-0.

Making Our Missouri Statement – Citizen Scholars Panel

Dr. Dee Siscoe, Vice President for Student Affairs, moderated a panel discussion of this year's citizen scholar award recipients. Dr. Siscoe read the resolution to acknowledge the Board of Governors Citizen Scholar Award Recipients (Award No. 100-21) and requested approval of the following students as Citizen Scholars for 2021-2022: Diana Dudenhoeffer, Manuel José Elivo-Jerez, Emily Fessler, Cole Howerton, Weston Phipps, and Morgan Spoor. Governor Beverly Miller Keltner provided a motion, receiving a second from Governor Frazier.

Motion passed 8-0.

Committee Reports

Governor Counts reported out on the November 17, 2021, Executive Committee meeting.

Governor Silvey reported out on the Risk Management and Audit Committee meeting that took place earlier in the day.

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 previewed the two commencement ceremonies for Friday, December 17, 2021. He highlighted that Clay Goddard, Government Excellence Award Recipient and former director of the Springfield Greene County Health Department, will speak at the 10 a.m. ceremony and that Bronze Bear Award recipients Tim Reynolds and Judith Enyeart Reynolds will be featured at the 1:30 p.m. ceremony with President Smart providing the commencement address. The university will graduate 1,505, including 1,095 students with undergraduate degrees and 410 with graduate degrees, 16 of which are doctorates.

President Smart reported on the Coordinating Board for Higher Education (CBHE) approved mission description change. The Missouri Department of Higher Education's academic program approval process sorts proposals for new programs based on a university's CBHE-approved mission description. Because of the way the university's mission was written, any new doctoral programs had to go through a longer, more onerous comprehensive review process. Earlier in the year, the university requested that CBHE change its mission description to allow proposals submitted for new professional doctorates to go through a shorter, less intensive routine review process. He reported that it was a controversial decision and opposition was received from one higher education stakeholder, but CBHE unanimously approved the request last week. President Smart thanked Zora Mulligan, Commissioner of Higher Education, her staff, and CBHE in approving the proposal. He also thanked and provided congratulations to Dr. Einhellig, the academic leadership team, and faculty for the accomplishment.

President Smart called upon Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental Relations, to provide an update on state government relations. Mr. DeBoef reviewed

the legislative materials provided to the Board members. He highlighted the university's top legislative priorities, how Missouri State keeps costs within reach for students, and capital priorities.

President Smart provided a COVID-19 update for the Springfield campus. Highlights of his report included number of university cases by week and semester, Magers positivity rate, COVID-19 housing numbers by week and semester, vaccination percentages of employees and on-campus students. Greene and Howell County cases and positivity rates were also reviewed. President Smart presented a resolution to extend the Board's delegation of authority to university president regarding the temporary imposition or modification of university policies in response to COVID-19 (Miscellaneous No. 44-21). Authority was previously delegated by the Board with the most recent extension expiring at the end of the calendar year. Approval would extend the delegation of authority through June 30, 2022. Governor Silvey provided a motion for approval, receiving a second from Governor Parman.

Motion passed 8-0.

President Smart concluded his report by presenting a resolution for approval of employment of Dr. Dennis Lancaster as Chancellor of the Missouri State University – West Plains Campus (Human Resources No. 1693-21). He shared that the five-month nationwide search was very competitive with 26 applicants and two finalists. Dr. Lancaster emerged from the process with a unanimous recommendation from the search committee. Governor Silvey provided a motion, receiving a second from Governor Frazier.

Motion passed 8-0.

West Plains Campus

Dr. Dennis Lancaster, Interim Chancellor of the West Plains Campus, provided a report on happenings on the West Plains campus. He shared that the Lady Grizzlies' volleyball team took third place in the National Junior College Athletic Association Division I National Volleyball Championship Tournament and two players received All American Team status.

Dr. Lancaster presented a resolution for approval for naming the Terry L. "Bo" Pace Advance Welding and Fabrication Technology Program (West Plains Naming No. 9-21). Sunie and Suzannah Pace made a significant gift commitment to the Missouri State University Foundation as part of the Onward, Upward Campaign in support of the Missouri State-West Plains campus in memory of Bo Pace who was a local businessman and champion of the campus in many ways. Governor Frazier made a motion to approve, receiving a second from Governor Chris Waters.

Motion passed 8-0.

Dr. Lancaster concluded his report with an update on the Associate of Applied Science (AAS) in Agriculture and AAS in Culinary and Hospitality Management being offered to incarcerated inmates at Chillicothe Women's Correctional Center. He shared that enrollment in the programs began December 1, with 30-35 students already registered. Students will use an online platform that provides access to coursework but not the internet to take courses. There are plans to expand

the program to four other locations and to possibly offer another area of study, most likely in the general business area.

Academic Affairs

Dr. Chris Herr, Chair of Faculty Senate, provided a report on happenings of Faculty Senate. Highlights of his report included updates from the November and December Faculty Senate sessions. In November, President Smart spoke to faculty and answered questions about the potential impact of federal COVID-19 vaccine mandates on the university, a report was heard from the University Budget and Priorities Committee addressing faculty salaries, and two graduate certificates in Physical Therapy and an undergraduate certificate in Social Science Research were approved. In December, a report from the Committee on Honorary Degrees was received and a nomination was made and approved to award an honorary Doctor of Public Affairs to Dr. Glenn Coltharp. Several curricular proposals were approved that included certificates in Linguistics, Fintech, and Communication, an innovative new General Education writing course, and the Doctor of Clinical Psychology program. A report from the Faculty Handbook Revision Committee was also received.

Governor Jay Wasson left the meeting at this time.

Dr. Frank Einhellig, Provost, provided an update on happenings in Academic Affairs. He shared that along with the mission change approval from CBHE, the Doctorate Program in Occupational Therapy was also approved. Next steps include seeking approval from the Higher Learning Commission (HLC). This is roughly a nine-month process, so the program will likely not start until 2023.

Dr. Einhellig shared that the university has five professional doctoral programs with 313 students enrolled and there are two masters of fine arts programs, considered the highest degree in the field, with 39 students enrolled. These students make up 9% of the graduate degree students at the university.

Dr. Einhellig provided an update on faculty hiring for next year. He shared that there are 41 faculty positions open with active searches in place which includes seven department heads. He commented that this number will fluctuate with additional resignations and retirements, but that it is similar to numbers in years past.

Dr. Einhellig concluded his report with an update on the dean search for the College of Education. The 10-person search committee has narrowed down applicants to three finalists to interview, two candidates are external, and one is internal.

Research and Economic Development

Dr. Jim Baker, Vice President for Research and Economic Development and International Programs, provided an update on sponsored research.

Dr. Baker's proposed the renaming of his division to the Division for Community and Global Partnerships. He shared that the proposed name more accurately reflects what the division does. He shared that in total, the university has around 75 partnerships. President Smart commented that

the name change aligns better with the long-range plan and brings together domestic and international partnerships which could allow for some kind of reframing and restructuring of the department. Dr. Baker stated that there will be no change to the operating units inside of the division.

Governor Carrie Tergin joined the meeting at this time.

Dr. Baker concluded his report by announcing his retirement. He shared that he will work through June 2022, but a search will start in January in order to allow plenty of time to have a smooth transition. Governor Counts thank Dr. Baker for his years of service to the university.

Student Affairs

Michael Chapman, Student Body President, provided a report on happenings of the Student Government Association and the student body. He introduced Abigail Falgout, Student Body Vice President. Additional highlights of his report included a review of events, meeting with Faculty Senate, a potential Wyrick project that includes the creation of a Public Affairs square on the north mall space, upcoming student body elections, and work of the Interpersonal Violence Prevention Commission on Lauren's Promise.

Dr. Siscoe provided updates on enrollment and the Strategic Enrollment Management (SEM) plan. Highlights of her report included current enrollment projections for Spring 2022 and Fall 2022, new recruitment initiatives, and updates on SEM plan tactics which are consistent with the action items in the university's 2022-23 action plan.

Staff Senate

Kathleen Hains, Chair of Staff Senate, provided a report on happenings of Staff Senate. Highlights of her report included President Smart and Matt Morris attending Staff Senate sessions to speak and answer questions, reports from the activities, Public Affairs, administrative professional, and communications committees, and an update on Jason's Memorial.

Financial

Steve Foucart, Chief Financial Officer, presented a resolution Authorizing Bank of America Capitalized Lease for Chiller Station Number Six Expansion (Finance No. 1100-21). The resolution was reviewed during the Finance and Facilities meeting earlier in the day. Governor Silvey made a motion to approve, receiving a second from Governor Waters.

Motion passed 8-0.

Facilities and Equipment

Matt Morris, Vice President for Administrative Services, presented a resolution for Approval of Bid and Award of a Contract for the Chiller Station Number Six Expansion on the Springfield Campus (Bids and Quotations No. 1593-21). The resolution was reviewed during the Finance and Facilities meeting earlier in the day.

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

Motion passed 8-0.

Mr. Morris presented a resolution for Approval of Bids and Award of a Contract for the Lecture Hall Addition at Looney Hall on the West Plains Campus (Bids and Quotations No. 1594-21). The resolution was reviewed during the Finance and Facilities meeting earlier in the day. Governor Silvey made a motion to approve, receiving a second from Governor Frazier.

Motion Passed 8-0.

New Business

President Smart provided a wrap-up of the 2016-2021 Long-Range Plan. His report included information on degrees and certificates awarded, doctoral degrees, international partnerships, affordability, facilities projects, and highlights for academics, enrollment, DEI, and funding. He shared that Missouri State University was named as the fifth best employer in the state by Forbes. He concluded his report by commending Kyle Moats, Director of Athletics, on building the athletics programs on campus.

The Board commended President Smart and the university on the accomplishments made, especially over the past two years in a pandemic.

Governor Counts called upon Governor Silvey, Vice Chair of the Board of Governors, to present a resolution for Approval of Appointment of the 2022 Executive Committee of the Board of Governors (Administration No. 52-21). The 2022 Board of Governors Executive Committee will consist of Governor Carol Silvey, Chair; Governor Craig Frazier; Governor Lynn Parman; and Governor Chris Waters, Vice Chair. Governor Silvey provided a motion for approval, receiving a second from Governor Miller Keltner.

Motion passed 8-0.

Governor Silvey announced the appointments to the other 2022 Board of Governors committees:

- The Finance and Facilities Committee is comprised of all members of the Board and to be chaired by Governor Parman.
- The Programs and Planning Committee is comprised of all members of the Board and to be chair by Governor Counts
- The Risk Management and Audit Committee is comprised of Governors Counts, Silvey, Wasson, and to be chaired by Governor Waters.
- The Board Representative to the Missouri State University Foundation is Governor Wasson.

President Smart led a discussion on several transitions on campus. He commended Dr. Lancaster on his work as interim Chancellor of the West Plains campus and congratulated him on his appointment. He thanked Governors Miller Keltner and Tergin for their service on the Board. He thanked Governor Counts for her strong, steady leadership over the past year and highlighted that she was the university's first woman of color to chair the Board. He also thanked Dr. Baker for his years of service and for the work he did to lead the university to be successful in economic development and entrepreneurship, China programs, and sponsored research.

Governor Counts reflected on her time as Board chair. Highlights of her comments included attending athletics games and events on campus, commencement ceremonies, and setting up a scholarship. Governors Miller Keltner and Tergin also provided comments on their time served on the Board.

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 Frazier.

Motion passed 8-0.

The meeting adjourned at 4:11 p.m.

Carol Silvey
Board Chair

Approved at the meeting of
February 18, 2022

Rowena Stone
Secretary to the Board

III.A.1.

RECOMMENDED ACTION – Approval of FY22-23 Employment Agreement for Assistant Coaches.

The following resolution was moved by _____
and seconded by _____

WHEREAS, the University desires to employ Cory Herchenroeder, Taryn Smiley, Philip Woods, and Kevin Elliott as assistant athletics coaches. Mr. Herchenroeder, Mr. Smiley, Mr. Woods, and Mr. Elliott desire 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; and

WHEREAS, the University desires to continue its employment of Ladarien “LD” Scott, Maxwell Haplin, Ronald Fouch, Nelson Fishback, Ryan Beard, Dominic Petrino, Austin Appleby, Tramain Thomas and Reginal Johnson as Assistant Football Coaches as set forth in the attached Exhibit C, and subject to the terms and conditions 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 salaries remain unchanged from FY2021-2022 except for the increase of across-the-board raise implemented and provided by the University.

The Coaches will also be eligible to earn achievement payments contingent upon their athletic teams.



Exhibit A

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: Cory Herchenroeder

Position: Assistant Coach

Sport: Women’s Soccer

Term: January 14, 2022 – June 30, 2023

Compensation: \$35,000 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


Cory Herchenroeder

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/2/2022

Date

Date

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



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference

Name of Coach: Taryn Smiley
Position: Assistant Coach
Sport: Women's Track and Field
Term: January 10, 2022-June 30, 2023
Compensation: \$40,000 annually

Achievement Payments:
\$750 for each team conference championship or co-championship in Women's Indoor or Outdoor Track and Field; and
\$300 for each individual or relay team who qualifies per event in any of the following: 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m, or 4x400m, for the NCAA Women's Outdoor Track & Field Championship; and
\$300 for each individual or relay team who qualifies per event in any of the following: 60m, 60m Hurdles, 4x400, or Distance Medley Relay for the NCAA Women's Indoor Track & Field Championship.

Other Benefits and Incentives: Coach may participate in camps and/or clinics.

COACH

MISSOURI STATE UNIVERSITY


Taryn Smiley

Clifton M. Smart III
President

January 10/2022
Date

Date

* Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Philip Woods

Position: Assistant Coach

Sport: Men's Soccer


Term: January 1, 2022 - June 30, 2023

Compensation: \$40,000 annually

Achievement Payments:
\$350 Missouri Valley Conference (MVC) Regular Season Championship; or Regular Season Co-Championship; or \$700 MVC Championship; and \$700 for each game won in the NCAA Tournament

Other Benefits and Incentives:
Coach may participate in camps and/or clinics

COACH



Philip Woods

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

12/16/2021

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Kevin Elliott

Position: Assistant Coach

Sport: Football

Term: January 28, 2022 - January 31, 2023

Compensation: \$42,000 annually

Achievement Payments:

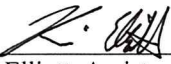
\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

Moving expenses: The University agrees to reimburse Mr. Elliott for any documented expenses associated with Mr. Elliott’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

COACH



Kevin Elliott, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

11/31/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013

Exhibit B

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT 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. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- b. 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
- c. 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, the Associate Director of Athletics, and the head coach for the Sport direct.

3. Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach’s own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate 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 participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach’s duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach’s own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University’s name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

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.

February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Ladarien “LD” Scott

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$104,648 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH

Ladarien “LD” Scott, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-24-2022

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Maxwell Halpin

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023


Compensation: \$72,100 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH


Maxwell Halpin, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

01/25/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Ronald Fouch

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$62,418 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH

Ronald Fouch, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/24/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



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

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Nelson Fishback

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$52,118 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH



Nelson Fishback, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/24/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Ryan Beard

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$104,648 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH

Ryan Beard, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/24/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Dominic Petrino

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$104,648 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.

Coach shall receive 4 tickets to all home football games at no cost

COACH

Dominic Petrino

Dominic “Nick” Petrino, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-31-22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Austin Appleby

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$41,818 annually

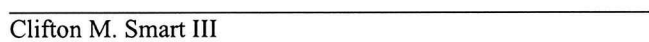
Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH 
Austin Appleby, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/28/2022
Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Tramain Thomas

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$57,268 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH

Tramain Thomas, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/28/22

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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 – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Reginald Johnson

Position: Assistant Coach

Sport: Football

Term: February 1, 2022 - January 31, 2023

Compensation: \$88,168 annually

Achievement Payments:

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost

COACH

Reginald Johnson
Reginald Johnson, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

02/01/2022
Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013

III.B.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of December 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 December 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**

December 2021

This report documents activities managed by Planning, Design and Construction for the month of December 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.

December 6, 2021

**Repair Double Tee Joints,
Bear Park South and Bear Park North**

**Project Budget
\$123,000.00**

A proposal was received to repair the double tee joints at Bear Park South and Bear Park North. Upon approval, a notice to proceed was issued to MTS Contracting, Inc. in the amount of \$107,789.67.

The proposal received on this project is as follows:

Contractor	Proposal
MTS Contracting, Inc.	\$107,789.67

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$0.00
Construction Contracts	\$107,789.67
Project Administration	\$540.00
Construction Contingency	\$14,670.33
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
Total Project Budget	\$123,000.00

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 Sourcewell Cooperative Contract 25629 with MTS Contracting, Inc. to perform the work under this contract.

This project will be funded by the Transportation Services (\$123,000.00) budget.

III.B.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of January 2022.

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 January 2022, 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**

January 2022

This report documents activities managed by Planning, Design and Construction for the month of January 2022. 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.

January 24, 2022

**Replace Carpet in Multiple Buildings,
West Plains Campus**

**Project Budget
\$218,000.00**

A bid was received to replace the existing carpet in multiple buildings on the West Plains Campus. Upon approval, a notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$174,450.75.

The bid received on this project is as follows:

Contractor	Base Bid
Kenmar Construction, Inc.	\$174,450.75

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$0.00
Construction Contracts	\$174,450.75
Project Administration	\$17,445.08
Construction Contingency	\$26,104.17
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
Total Project Budget	\$218,000.00

This project is being paid from the West Plains – Carpet Replacement HEERF budget funded by Higher Education Emergency Relief Funds (\$218,000.00).

III.B.3.

RECOMMENDED ACTION – Approval of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the Board enter into the attached Real Estate Contract for the purchase, in fee simple absolute title, of certain real estate located directly north of Property at 530 North Boonville, Springfield, Missouri for the amount of One Dollar (\$1.00).

BE IT FURTHER RESOLVED that the administration of the University, including the Vice President for Administrative Services, is delegated the authority to negotiate and execute any and all other agreements and documents necessary that are in furtherance of and consistent with the terms of this Agreement.

VOTE: **AYE**_____

NAY_____

COMMENTS:

The property is .09 acres located within IDEA Commons, directly north of Roy Blunt Jordan Valley Innovation Center. The property will be utilized by the university for future expansion of Jordan Valley Innovation Center with an approximately 11,600 square foot facility to serve the dual purpose of housing a braider system and creating an advanced composite materials (ACMs) learning lab and classroom. The commercial-scale braider will provide a unique learning tool for ACMs workforce training.

City Council approved the contract on January 24, 2022.

The Real Estate Contract has been reviewed and approved by University General Counsel.

CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, the City Council of the City of Springfield, Missouri adopted Special Ordinance 27637 on ^{January 24,} 2022, authorizing the City Manager to enter into an Agreement with Missouri State University to convey certain property to the University; and

WHEREAS, Missouri State University seeks to utilize the City-owned property as part of its effort to continue to develop the Idea Commons, an urban research and development park concentrating on scientific and creative enterprises; and

WHEREAS, the specific property referenced which Missouri State University seeks to acquire is a 0.09 acre parcel of land located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville; and

WHEREAS, the sale and purchase of this property has been authorized by the City Council of the City of Springfield, Missouri and the Board of Governors of Missouri State University.

NOW THEREFORE, in consideration of the mutual covenants it is agreed to as follows:

1. **PARTIES.** This contract is made by and between the City of Springfield, Missouri (“Seller”), a municipal corporation, and the Board of Governors of Missouri State University (“Buyer”), effective as of this _____ of _____, 2022 (“Effective Date”).
2. **PURCHASE PRICE.** The purchase price for the sale of the property is the amount of One Dollar (\$1.00) and other valuable consideration as set forth in this agreement.
3. **PROPERTY.** The Buyer has offered to buy, and the Seller is willing to sell, on the terms and conditions set forth in this Contract, the 0.09 acres of real property located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville (“Property”), and more particularly described in Exhibits A and B which are attached and incorporated by reference, by special warranty deed, free and clear from any liens and encumbrances created by Seller, subject to recorded setback lines and easements, and subject to the terms and conditions set forth in this Contract.
4. **CONTINGENCIES.** This Contract and obligation to purchase the property is subject to the following contingencies, and Buyer may elect to declare this agreement null and void prior to the closing without any obligation or liability to Seller if:
 - (a) A survey or inspection of the property by Buyer discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, that are unacceptable to Buyer.

- (b) Sale of this property is not approved by the City of Springfield's Planning and Zoning Commission and City Council.
- (c) Purchase of this property is not approved by the Board of Governors of Missouri State University.
- (d) The title insurance commitment referred to in paragraph 9 of this agreement fails to show merchantable title in Seller or shall contain exceptions unacceptable to Buyer.

5. **SELLER'S REPRESENTATIONS.** Seller represents to Buyer, as follows:

- (a) Seller has limited knowledge of the environmental condition of the Property. Seller has not placed any underground tanks, toxic or hazardous substances, or dumpsites on the Property during its ownership of the Property.
- (b) The Property is not subject to any real estate listing agreement or other agreement providing for a real estate commission.
- (c) There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.
- (d) The Seller has full authority to enter this Contract, and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties.
- (e) To the knowledge of Seller, there are no legal proceedings pending which involve the Property.
- (f) These representations are continuing and will be true at closing, unless Seller has given the Buyer notice of the contrary in writing prior to closing.

6. **ENVIRONMENTAL.** During the Inspection Period, Buyer may, at its own expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Buyer's environmental investigation reveals a condition or conditions requiring additional testing, remediation, abatement or reporting to local, state or federal governmental entities, Buyer will provide, at a minimum, the executive summary of its report to Seller. Buyer will not be obligated to proceed with purchasing the Property in the event the environmental investigation shows the presence of hazardous substances on the property, unless Buyer and Seller subsequently enter into a written amendment of this agreement relating to the removal and payment of the cost of removal of such substances.

7. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is included in the definition of Hazardous Substance.

8. ADDITIONAL TERMS AND CONDITIONS

- (a) The Buyer agrees to construct a scientific laboratory and training facility ("Facility"), consistent with the Idea Commons Plan of the City, on the Property. The Buyer estimates that this facility will create an additional 10-15 high-paying, full-time jobs within the City and will provide training to approximately 40 trainees for high-tech careers within the first two years of its operation and approximately 100 such trainees within the first five years of its operation.
- (b) If the Buyer does not begin construction of the Facility within 48 months of the Closing Date, the Buyer must, if Seller so demands, sell the Property back to the Seller for \$1. The Parties agree that Seller's receipt of the \$1 sale price and the transfer of the Property back to the Seller will be the sole remedies for any failure of Buyer to begin construction of the Facility as outlined above. Seller will have no other remedies under law or equity for such failure of Buyer under this Agreement.

9. CLOSING AND POSSESSION. The "Closing" is the recording of the Seller's special warranty deed and the payment of the purchase price by the Buyer, which shall occur on or before April 1, 2022, provided that all contingencies and conditions in this Contract have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded. The Buyer shall take possession of the property at the time of closing.

10. CLOSING PROCEDURES.

- (a) The Buyer will order necessary title information within ten (10) days of the Effective Date at the sole cost and expense of the Buyer. The Buyer shall

obtain a commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

- (b) The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any encumbrances as provided in this Contract, subdivision restrictions, setback lines, and easements of record as of the Effective Date, and the lien of current year's taxes.
- (c) The Buyer may, at the Buyer's expense, obtain a survey of the Property.
- (d) The Buyer may, at Buyer's expense, have the title commitment examined, and if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the Buyer may waive any objections and close, or elect to terminate the Contract. At the Closing, the Seller shall deliver the special warranty deed, along with all other documents reasonably necessary to complete the Closing and which the Title Company requires to issue the Title Insurance Policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Seller will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

11. **TAXES AND UTILITIES.** The Buyer and Seller are both tax exempt; thus, no real estate taxes are applicable to this Contract. The property has no utility services; thus, no transfer of utility services is necessary, and no utility costs are applicable to this Contract.

12. **VERIFICATION OF CONDITION.** The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

- (a) The Seller has complied with Seller's obligations; and
- (b) Any contingency or defect of title has been resolved.

13. **REMEDIES ON DEFAULT.** The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by either party in the Circuit Court of Greene County, Missouri.

14. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract shall be merged into any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the warranties, obligation, and covenants of this Contract, which shall survive the closing.
15. **NOTICE.** All notices required or permitted by this Contract and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission (“FAX”) if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party. Notice may also be given by any combination of the above methods.

(a) The date of notice shall be whichever of the following first occurs:

1. The date upon which notice is hand-delivered to the receiving party;
2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;
3. The third day following mailing of the notice.

(b) Notices to the Seller shall be addressed to:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Manager

With a copy to:
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Attorney

(c) Notices to the Buyer shall be addressed to:

Matthew D. Morris
Vice President for Administrative Services

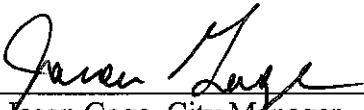
Missouri State University
901 South National Avenue
Springfield, Missouri 65897

16. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit or describe the scope or intent of the Contract of any provision hereof.
17. **VENUE AND JURISDICTION.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
18. **TIME.** Time is of the essence in the performance of the obligations of the parties under this agreement.
19. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring to this Contract and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SELLER:

CITY OF SPRINGFIELD, MISSOURI


By 
Jason Gage, City Manager

Date: 1-28-22

ATTEST:


Anita J. Cotter, City Clerk

APPROVED AS TO FORM:


Jill Burris (Jan 28, 2022 11:18 CST)
ASSISTANT CITY ATTORNEY



BUYER:

BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY

By _____
Matthew D. Morris, VP for Admin. Servs.

Date _____

APPROVED AS TO FORM:

GENERAL COUNSEL

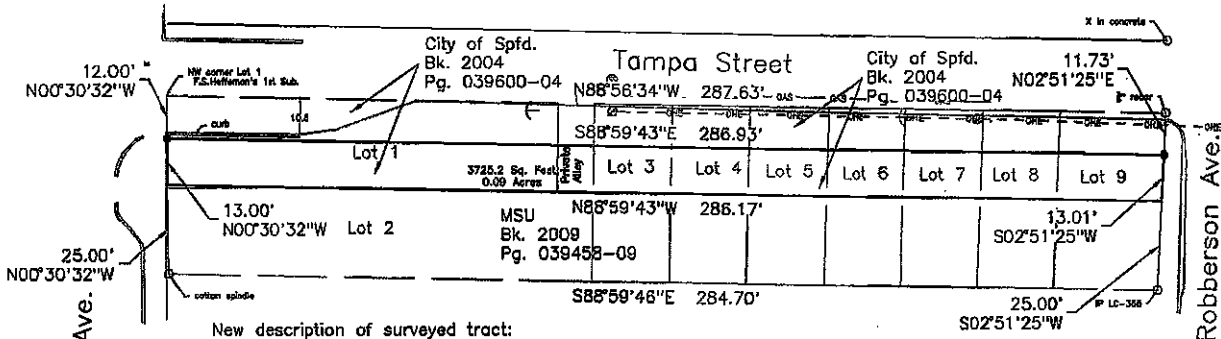
Exhibit A
Property Legal Description

EXHIBIT A

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

Exhibit B
Property Survey

EXHIBIT B



New description of surveyed tract:

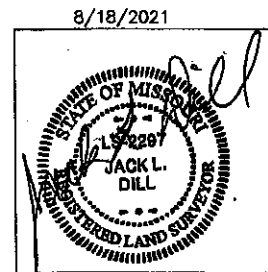
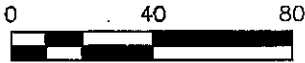
All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

SURVEYOR'S DECLARATION

I, Jack L. Dill, a licensed Professional Land Surveyor in the State of Missouri, certify that I have done the survey shown and the information is true and correct to the best of my knowledge and belief. This survey conforms to the Missouri Survey Standards for boundary surveys.

LEGEND

- = 5/8" rebar and alum. cap set
- = monument found as noted
- P = Platted dimension
- D = Deeded dimension



DRW BY: Jack Dill
 DRW DATE: 08/18/2021
 SURVEY SECTION

Boundary Survey—Booneville/Tampa
 City of Springfield/MSU
 F.S. Heffernan's 1st Sub.



III.B.4.

RECOMMENDED ACTION – Approval to increase the total annual expenditure for the remaining renewal available for the job order contracting services – mechanical, electrical, and plumbing repair and replacement contracts.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the total annual expenditure for projects under the FY19 job order contracting services – mechanical repair and replacement contract approved at the June 22, 2018, Board of Governors meeting be increased to a total annual limit of Seven Hundred Fifty Thousand and 00/100ths (\$750,000.00) be accepted and approved.

BE IT RESOLVED by the Board of Governors of Missouri State University that the total annual expenditure for projects under the FY19 job order contracting services – electrical and plumbing repair and replacement contract approved at the June 25, 2018, Administrative Council meeting be increased to a total annual limit of Six Hundred Thousand and 00/100ths (\$600,000.00) be accepted and approved.

BE IT FURTHER RESOLVED that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

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.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The intent of these previously approved contracts is to accomplish construction projects that are minor in nature, with the maximum expenditure per project not to exceed \$95,000. Work under this contract may be done on university properties located in Douglas, Camden, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

Additionally, after issuing the last of three available renewals for the FY19 job order contracting services – mechanical, electrical, plumbing, and insulation repair and replacement contracts it was determined that the expiration date of these contracts should be extended to October 31, 2022, in lieu of June 30, 2022. The summer semester is a busy season for work requests that fall under these contracts. The fall semester is ideal timing for the annual contracts to go into effect due to the timing of such work requests.

After issuing the last of three available renewals for these contracts, it was determined that the annual limit should be increased to meet the needs of the University. The annual limit of these contracts has been met the last two years requiring suspension of any further requests at the end of each fiscal year. It is recommended that the cumulative total of all individual projects awarded under this contract be increased per fiscal year. If approved, this increase would be implemented with the third and final

renewal, which will be effective until October 31, 2022, due to the extension of contract time and maintenance needs.

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>
Christopher Lynch	Department Head Professor with Tenure Political Science (12-month appointment)	\$115,000 annually	07/01/22
Pouya Derayati	Assistant Professor Management	\$120,000 annually	08/15/22
John Galvan	Assistant Professor Marketing	\$126,000 annually	08/15/22
Julia Ravenscraft	Assistant Professor School of Accountancy	\$136,000 annually	08/15/22
Azadeh Sabz	Assistant Professor Management	\$120,000 annually	08/15/22
Yasmine Singh	Assistant Professor Religious Studies	\$58,000 annually	08/15/22
Haiying Yang	Assistant Professor Marketing	\$124,000 annually	08/15/22

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Aleksandra Wicierzewska	Artist-in-Residence Art & Design	\$25,346 semester	12/06/21 05/17/22
Matthew Bekebrede	Instructor Hospitality Leadership	\$24,500 semester	01/10/22 07/31/22
Hazim Shatnawi	Visiting Assistant Professor Computer Science	\$40,000 semester	01/10/22 07/31/22

Academic Personnel Board Actions, cont'd.

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Jennifer Yates	Clinical Assistant Professor Occupational Therapy (12-month appointment)	\$40,000 semester	01/10/22 06/30/22
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(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Lindsey Hiebert	Assistant Professor Communication Sciences & Disorders	12/17/21
Brandon Rachal	Clinical Assistant Professor School of Nursing	12/17/21
Marijana Kotlaja	Assistant Professor Criminology & Criminal Justice	05/20/22
Cara Smith	Clinical Instructor Childhood Education & Family Studies	05/20/22

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Marilyn Odneal	Instructor Agriculture	12/17/21
Kathy Pulley	Professor Religious Studies	12/17/21
Andrew Lokie	Associate Professor Libraries (12-month appointment)	02/28/22

David Adams	Associate Professor Libraries (12-month appointment)	04/30/22
Wayne Anderson	Professor Finance & General Business	05/20/22
Rickey Albaugh	Clinical Assistant Professor School of Anesthesia (12-month appointment)	05/31/22
Stephanie Hein	Department Head Associate Professor Hospitality Leadership (12-month appointment)	06/30/22

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.

Kurt Heinlein	Professor, Theatre & Dance Fall 2021 Authorship of a book titled <i>Auditioning for Acting & Musical Theatre Training Program: A Guidebook</i> .
Benjamin Onyango	Professor, College of Agriculture Spring 2022 Enhancing collaborative efforts through research, teaching & mentoring of students, faculty, & administrators; advancing MSU MOU with Machakos & Kenya Assemblies of God Universities

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Carol Maples	From: Professor Theatre & Dance \$75,570 annually	Status change	12/01/21
	To: Assistant Department Head Professor Theatre & Dance \$75,570 annually (\$1,000 monthly supplemental)		07/31/22
Janice Duncan	From: Associate Professor Counseling, Leadership & Special Education	Status Change	01/01/22
	To: Faculty Emeritus Counseling, Leadership & Special Education		
Andrew Ward	Assistant Professor Physical Therapy	Salary Adjustment	01/01/22
	From: \$88,168 annually To: \$90,168 annually		
John Harms	From: Professor Sociology & Anthropology	Status Change	02/01/22
	To: Faculty Emeritus Sociology & Anthropology		
Lora Hobbs	From: Senior Instructor Religious Studies	Status Change	02/01/22
	To: Faculty Emeritus Religious Studies		
Kathy Pulley	From: Professor Religious Studies	Status Change	02/01/22
	To: Faculty Emeritus Religious Studies		

Academic Personnel Board Actions, cont'd.

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Yili Shi	From: Professor English To: Faculty Emeritus English	Status Change	02/01/22
Andrew Lokie	From: Associate Professor Libraries To: Faculty Emeritus Libraries	Status Change	03/01/22
Wayne Anderson	From: Professor Finance & General Business To: Faculty Emeritus Finance & General Business	Status Change	08/01/22

Vote: _____ Yea
 _____ Nay

COMMENTS:

Pouya Derayati, Assistant Professor, Management

Ph.D.	University of Miami, 2020
M.B.A.	Sharif University of Technology, 2014
B.Sc.	Sharif University of Technology, 2011

Experience: 2021 – Present, Visiting Assistant Professor, Missouri State University, Springfield, Missouri; 2020 – 2021, Lecturer, University of Miami, Coral Gables, Florida.

John Galvan, Assistant Professor, Marketing

Ph.D.	University of Mississippi, Expected May 2022
M.I.B.A	North Central College, 2015
B.S.	Illinois State University, 2013

Experience: 2017 – Present, eCommerce Consultant, Galvan Consulting Group LLC; 2016 – 2017, Account Manager eCommerce, Work Kitchen LLC; 2015 – 2016, Sales Coordinator, World Kitchen LLC; 2014 – 2015, Customer Marketing Intern, World Kitchen LLC.

Christopher Lyn, Department Head, Professor with Tenure, Political Science

Ph.D.	University of Chicago, 1998
M.A.	University of Chicago, 1993
B.A.	St. John's College, 1988

Experience: 2020 – Present, Co-Teacher, University of Chicago, Chicago, Illinois; 2000 – 2020, Teacher, Carthage College, Kenosha, Wisconsin; 2003 – 2020, Teacher, Great Ideas Program; 1999 – 2000, Teacher, University of Dallas, Rome Campus, Irving, Texas; 1999, Teacher, Boston College, Chestnut, Massachusetts.

Julia Ravenscraft, Assistant Professor, School of Accountancy

Ph.D.	Oklahoma State University, 2020
M.Acc.	Missouri State University, 2011
B.S.	Missouri State University, 2009

Experience: 2021 – Present, Clinical Assistant Professor, Arizona State University, Tempe, Arizona; 2015 – 2021, Instructor, Missouri State University, Springfield, Missouri; 2013, Per Course Faculty, Missouri State University, Springfield, Missouri.

Azadeh Sabz, Assistant Professor, Management

Ph.D. University of Houston, Expected May 2022
M.B.A. Sharif University of Technology
B.Sc. Amir Kabir University of Technology

Experience: 2020 – 2021, Instructor, Bauer College of Business, Houston, Texas; 2015 – 2016, Business Model Development, Day Insurance Company, Tehran, Iran; 2006 – 2015, Business Process Redesign & Improvement, DP Kharazmi Company, Tehran, Iran.

Yasmine Singh, Assistant Professor, Religious Studies

Ph.D. Duke University, 2019
M.A. Wake Forest University, 2010
B.A. Salem College, 2007

Experience: 2021 – Present, Adjunct Faculty, University of North Carolina, Charlotte, North Carolina; 2021, Instructor, Duke University, Durham, North Carolina; 2019 – 2021, Assistant Teaching Professor, North Carolina State University, Raleigh, North Carolina; 2018 – 2019, Adjunct Instructor, North Carolina State University, Raleigh, North Carolina.

Haiying Yang, Assistant Professor, Marketing

M.S. University of Texas, 2016
M.S. University of Nebraska, 2013
B.B.A. Tianjin University of Technology, 2011

Experience: 2019 – 2020, Instructor, Whitman School of Management, Syracuse University, Syracuse, New York; 2017 – 2021, Teaching Assistant, Whitman, School of Management, Syracuse University, Syracuse, New York.

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>
Djordjevic, Vladan	Art & Design	\$2,448.00
Douglass, Abey	Counseling Leadership & Spec Ed	\$1,630.00
Irons, Vanessa	Counseling Leadership & Spec Ed	\$1,630.00
Jackson, Jennifer	English	\$2,740.00

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>
Adler, Allison	Physical Therapy	\$1,830.00
Albritton, Stephanie	Management	\$6,000.00
Aldrich, Donna	Reading Foundations & Tech	\$3,045.00
Anderson, Barbara	English	\$2,448.00
Appelquist, John	Criminology & Criminal Justice	\$3,000.00
Appleton, Joni	Reading Foundations & Tech	\$4,075.00
Arciniegas, Guillermo	Modern & Classical Languages	\$2,448.00
Armstrong, Barrington	Foreign Language Institute	\$2,448.00
Arora, Sonia	Communication Sci & Disorders	\$6,000.00
Ash, Rebecca	Reading Foundations & Tech	\$2,745.00
Bailey, Jamie	School of Social Work	\$2,445.00
Baker, Gina	Childhood Ed & Family Studies	\$2,445.00
Baker, Rebecca	Physics Astronomy & Materials Sci	\$3,383.00
Balasundaram, Megan	Management	\$6,000.00
Barnett, Helen	Sociology & Anthropology	\$5,700.00
Batchman, Marluce	Foreign Language Institute	\$4,896.00
Bedell, Kenneth	School of Social Work	\$4,890.00
Belcher, Susan	Music	\$1,600.00
Belle, Carla	History	\$5,400.00
Bennett, Susan	Theatre & Dance	\$3,000.00
Black, Angela	Theatre & Dance	\$2,145.00
Bortosky, Rachel	Biology	\$2,700.00
Botsford, Diana	Media Journalism & Film	\$5,508.00
Bowers, Michael	Envrn Plant Sci & Nat Resources	\$3,000.00
Brannon, Jeffery	Computer Science	\$2,565.00

Academic Personnel Board Actions, cont'd.

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Brinnehl, Elizabeth	Modern & Classical Languages	\$2,754.00
Bronson, Lisa	Defense & Strategic Studies	\$14,000.00
Brooks, Sherri	Childhood Ed & Family Studies	\$2,445.00
	Mathematics	\$3,280.00
Brown, Jessica	Psychology	\$2,745.00
Brown, Lucas	Childhood Ed & Family Studies	\$2,445.00
Bruce, Richard	Tech & Construction Mgmt	\$4,000.00
Brunner, Judy	Reading Foundations & Tech	\$2,745.00
Buckle-Lamy, Susan	Childhood Ed & Family Studies	\$2,445.00
Buening, Caitlin	Physical Therapy	\$1,830.00
Bumgardner, Samuel	Computer Science	\$1,488.00
Busby, Jeffrey	Reading Foundations & Tech	\$4,890.00
Cadle, Lanette	English	\$10,000.00
Campbell, Robin	Childhood Ed & Family Studies	\$2,445.00
Cantrell, Jena	Music	\$3,240.00
Carr, Norman	Reading Foundations & Tech	\$1,630.00
Carson, George	History	\$6,000.00
Cesare, Alicia	Childhood Ed & Family Studies	\$2,445.00
Christiansen, Ashley	Psychology	\$2,745.00
Clark, Jacob	Music	\$1,017.00
Conley, Nicole	Art & Design	\$2,754.00
Cornelius-White, Cecily	Psychology	\$5,490.00
Cranston, Chelsea	Communication Sci & Disorders	\$2,445.00
Cupka Head, Susan	School of Social Work	\$2,445.00
Daehn, James	Computer Science	\$4,500.00
Dalton, Rebecca	Counseling Leadership & Spec Ed	\$4,890.00
Datema, Mary	Childhood Ed & Family Studies	\$3,260.00
Davis, Sarah	Childhood Ed & Family Studies	\$4,890.00
Davis-Sneed, Dollie	Childhood Ed & Family Studies	\$3,260.00
Day, Danielle	Counseling Leadership & Spec Ed	\$2,445.00
Denzer, Tricia	Psychology	\$2,445.00
Dickensheet, Katherine	School of Social Work	\$4,890.00
Dixon, Stephanie	Psychology	\$2,445.00
Douglass, Abey	Psychology	\$2,445.00
Douglass, Melissa	School of Social Work	\$2,445.00
Dowell, Christine	Counseling Leadership & Spec Ed	\$1,630.00
Downs, Deborah	Kinesiology	\$2,800.00
Dubinsky, Julie	Finance & General Business	\$6,600.00
Duerkop, Gabriel	Music	\$1,423.00
Duffel, Christy	School of Social Work	\$2,445.00
Dunn, Amy	Reading Foundations & Tech	\$5,490.00

Academic Personnel Board Actions, cont'd.

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Edington, Leann	Childhood Ed & Family Studies	\$2,745.00
El Alami Canning, Khanssaa	Foreign Language Institute	\$5,508.00
Eldred, Sherri	Childhood Ed & Family Studies	\$4,075.00
Elliott, Lori	Reading Foundations & Tech	\$5,075.00
Eutsler, Tabitha	Childhood Ed & Family Studies	\$2,445.00
Fleetwood, Gabriel	Music	\$2,190.00
Friberg, Darci	Childhood Ed & Family Studies	\$2,445.00
Gallavan, Nancy	Reading Foundations & Tech	\$6,000.00
Gibson, Robert	Music	\$951.00
Goforth, Jamie	Childhood Ed & Family Studies	\$2,445.00
Griffin, Logan	Psychology	\$4,890.00
Grisham, Paige	Management	\$3,000.00
Groves, Gregory	Finance & General Business	\$4,250.00
Hamilton, Cheri	Envrn Plant Sci & Nat Resources	\$4,000.00
Hanson, David	Reading Foundations & Tech	\$2,445.00
Harman, William	Reading Foundations & Tech	\$5,075.00
Harrison, Glenda	Sociology & Anthropology	\$2,850.00
Haynes, Heather	History	\$2,700.00
Helton, Glenda	Childhood Ed & Family Studies	\$2,445.00
Heriford, Anna	Communication Sci & Disorders	\$2,445.00
Hiebert, Lindsey	Communication Sci & Disorders	\$1,000.00
Hill, Caitlyn	School of Social Work	\$2,445.00
Himes, Joe	Physical Therapy	\$2,030.00
Hisle, Melissa	English	\$5,508.00
Holland, Joshua	Counseling Leadership & Spec Ed	\$2,745.00
Holland, Lydia	Physical Therapy	\$1,830.00
Holloway, Jewel	Childhood Ed & Family Studies	\$2,030.00
Holmer, Earl	English	\$2,448.00
Houghtaling, Tiffany	Childhood Ed & Family Studies	\$2,445.00
Hudson, Rachel	School of Social Work	\$2,445.00
Huertas-Torres, Mariandine	Childhood Ed & Family Studies	\$3,260.00
Hughes, Joseph	Modern & Classical Languages	\$6,344.00
Hurley, Laura	Childhood Ed & Family Studies	\$2,445.00
Hutchinson, Ebony	School of Social Work	\$2,445.00
Hutchison, Connor	School of Accounting	\$8,000.00
Hyatt, Danielle	Childhood Ed & Family Studies	\$2,445.00
Iantria, Linnea	Geography Geology & Planning	\$8,025.00
Ibbetson, Sara	Psychology	\$1,630.00
Irons, Vanessa	Counseling Leadership & Spec Ed	\$2,716.00
Jackson-Legris, Erin	Music	\$1,430.00
James, Susanne	Counseling Leadership & Spec Ed	\$2,639.00

Academic Personnel Board Actions, cont'd.

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Jauregui-Dusseau, Alexandria	Public Health & Sports Medicine	\$800.00
Johnson, Joshua	Art & Design	\$2,448.00
Jones, Danielle	Reading Foundations & Tech	\$1,630.00
Karuppan, Corinne	Management	\$6,308.00
Kemmel, Cassandra	Psychology	\$2,445.00
Kepling, Vicke	English	\$2,448.00
Kiras, James	Defense & Strategic Studies	\$14,000.00
Kirby, Charles	Management	\$6,000.00
Kirn, Henry	School of Accounting	\$9,000.00
Kleinsasser, Steven	Communication Sci & Disorders	\$2,445.00
Kness, Preston	History	\$2,700.00
Kring, Katie	Music	\$2,145.00
Lawler, Suzanne	Communication Sci & Disorders	\$2,445.00
Levine, Marlene	Childhood Ed & Family Studies	\$3,045.00
Lippelman, Vanessa	Psychology	\$2,445.00
Mammen, Rhonda	Counseling Leadership & Spec Ed	\$2,445.00
Mays, Angela	Reading Foundations & Tech	\$3,260.00
Mazanec, Brian	Defense & Strategic Studies	\$7,000.00
McCann, William	Counseling Leadership & Spec Ed	\$815.00
McDonald, Scott	Finance & General Business	\$4,000.00
McDougall, Irina	Information Tech & Cybersecurity	\$3,000.00
McGiffin, Curtis	Defense & Strategic Studies	\$14,000.00
McKinney, Jared	Defense & Strategic Studies	\$6,000.00
McNew, Sarah	Psychology	\$5,490.00
Meyerott, Joseph	School of Anesthesia	\$4,800.00
Mitchell, Katrina	Music	\$4,896.00
Moodie, Amanda	Defense & Strategic Studies	\$6,000.00
Moore, Paul	Public Health & Sports Medicine	\$6,000.00
Moore, Tiffany	Childhood Ed & Family Studies	\$2,445.00
Morgan, Flora-Jean	Psychology	\$2,445.00
Mulvenon, James	Art & Design	\$2,448.00
Murray, Kathleen	Music	\$4,896.00
Nail, Trisha	Childhood Ed & Family Studies	\$2,445.00
Nelsen, Janice	Kinesiology	\$10,466.00
Newman, Kenneth	Information Tech & Cybersecurity	\$4,750.00
Nichols, Brett	Kinesiology	\$2,000.00
Nichols, Kelley	Finance & General Business	\$4,000.00
Norman, Cherie	Psychology	\$2,745.00
Norman, David	Psychology	\$2,445.00
Northrip-Rivera, Angelia	English	\$2,448.00
Ogle, Peyton	School of Social Work	\$2,445.00

Academic Personnel Board Actions, cont'd.

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Olson, Stevan	School of Accounting	\$2,094.00
Orhan, Can	International Leadership & Training Ctr	\$3,000.00
	Tech & Construction Mgmt	\$6,000.00
Owen, Carla	Childhood Ed & Family Studies	\$1,630.00
Padgett, Lori	Envrn Plant Sci & Nat Resources	\$3,200.00
Parke, Nicole	Reading Foundations & Tech	\$2,445.00
Parker, Lane	Tech & Construction Mgmt	\$4,000.00
Payne, Amy	Modern & Classical Languages	\$4,896.00
Perkins, Amy	Reading Foundations & Tech	\$2,445.00
Perrigue, Carolyn	Reading Foundations & Tech	\$2,445.00
Perryman, Amber	Reading Foundations & Tech	\$2,445.00
Pervukhin, Eric	Art & Design	\$4,200.00
Peterson, Don	Kinesiology	\$798.00
Phillips, Lindsay	Childhood Ed & Family Studies	\$2,445.00
Pickett, Kaleigh	Counseling Leadership & Spec Ed	\$4,075.00
Pilkenton, Andrew	Art & Design	\$2,448.00
Polallis, Neal	Art & Design	\$2,448.00
Pon, Nikum	Reading Foundations & Tech	\$6,090.00
Post, Rana	Childhood Ed & Family Studies	\$2,445.00
Preston, Austin	Finance & General Business	\$4,000.00
Preston, James	Hospitality Leadership	\$6,900.00
Pritchard, Traci	Music	\$2,610.00
Rakowski, Karen	Public Health & Sports Medicine	\$3,600.00
Ralph, Lori	Counseling Leadership & Spec Ed	\$2,745.00
Razumov, Stanley	International Programs	\$4,896.00
Rhodes, Brittany	Childhood Ed & Family Studies	\$2,445.00
Rice, Judith	History	\$6,000.00
Robinson, Shannon	Reading Foundations & Tech	\$6,000.00
Robuck, Alison	Music	\$944.00
Rogers, Valorie	Management	\$6,000.00
Rosen, Renee	Mathematics	\$3,280.00
Rowe, Nancy	Communication	\$2,145.00
Ruben, Daniel	Hospitality Leadership	\$3,000.00
Russell, Brandon	Music	\$4,047.00
Russell, Maida	Mathematics	\$3,600.00
Russell, Timothy	College of Agriculture	\$3,000.00
Salchow, Jason	Animal Science	\$3,000.00
Satterfield, Michelle	Childhood Ed & Family Studies	\$2,445.00
Scales, Megan	Sociology & Anthropology	\$2,850.00
Scarborough, James	Information Tech & Cybersecurity	\$4,000.00
Schmitt, Vicki	Reading Foundations & Tech	\$3,600.00

Academic Personnel Board Actions, cont'd.

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Segovia Liga, Argelia	History	\$6,000.00
Sheets-McKeag, Sarah	Art & Design	\$4,896.00
Shuler, Kristen	School of Social Work	\$2,445.00
Shupp, Trey	Biomedical Sciences	\$1,600.00
Slone, Allison	Communication Sci & Disorders	\$1,630.00
Smith, Allison	Reading Foundations & Tech	\$7,200.00
Snider, Philip	Religious Studies	\$5,508.00
St Pierre, Laurine	Music	\$2,244.00
Stacy, William	Music	\$5,100.00
Stafford, Carla	Counseling Leadership & Spec Ed	\$4,075.00
Steiger, Julie	Reading Foundations & Tech	\$3,045.00
Steiro, Dustin	Tech & Construction Mgmt	\$3,000.00
Stephens-Cantu, Heather	Psychology	\$2,445.00
Stroud, Rachel	Biomedical Sciences	\$3,200.00
Sumler, James	Childhood Ed & Family Studies	\$2,445.00
Sutherland, Kelly	Childhood Ed & Family Studies	\$3,045.00
Tackitt, Angela	Childhood Ed & Family Studies	\$2,445.00
Taylor, Amanda	Music	\$4,124.00
Taylor, John	School of Accounting	\$4,000.00
Taylor, Kerra	Art & Design	\$2,448.00
Thompson, Denise	Biology	\$3,600.00
Trachtenberg, David	Defense & Strategic Studies	\$14,000.00
Trexel, Jonathan	Defense & Strategic Studies	\$14,000.00
Tucker, Timothy	Outreach	\$2,445.00
Turner, Valerie	English	\$2,448.00
VanArsdale, Ernest	Information Tech & Cybersecurity	\$8,000.00
Wagler, Justin	Art & Design	\$2,448.00
Wagner, Dane	Chemistry & Biochemistry	\$4,920.00
Walker, Kimberley	Childhood Ed & Family Studies	\$2,445.00
Walker, Kristen	Music	\$4,500.00
Wall, Rebekkah	Psychology	\$1,630.00
Waters, Teresa	Childhood Ed & Family Studies	\$2,445.00
Wells, Jeffrey	Tech & Construction Mgmt	\$9,000.00
Werner, Margaret	Counseling Leadership & Spec Ed	\$5,705.00
Westphal, Leonard	Psychology	\$2,745.00
Westwood, Megan	Chemistry & Biochemistry	\$4,920.00
White, William	Tech & Construction Mgmt	\$3,000.00
Williams, James	Music	\$1,010.00
Williams, Paul	Criminology & Criminal Justice	\$3,500.00
Wingfield, Carly	Music	\$3,991.00
Wixson, Bobbi	Envrn Plant Sci & Nat Resources	\$2,000.00

Academic Personnel Board Actions, cont'd.

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Wood, Kimberly	Biomedical Sciences	\$4,650.00
Young, Anita	Childhood Ed & Family Studies	\$2,445.00
Yu, Hae Min	Childhood Ed & Family Studies	\$4,060.00

ADDENDUM B

The following have been appointed as faculty for the summer semester: June 13, 2022 through August 5, 2022

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bhattacharyya, Gautam	Chemistry & Biochemistry	\$3,402.00
Biagioni, Richard	Chemistry & Biochemistry	\$2,370.00
Bowe, Michelle	Biology	\$4,592.00
Brodeur, Amanda	Biomedical Sciences	\$500.00
Brooks, Patrick	Biomedical Sciences	\$500.00
DeVore, Natasha	Chemistry & Biochemistry	\$500.00
Garrad, Richard	Biomedical Sciences	\$500.00
Greene, Brian	Biology	\$4,996.00
Harris, Hannah	Learning Diagnostic Clinic	\$500.00
Herring, Tara	Biology	\$3,073.00
High, Brian	Chemistry & Biochemistry	\$9,617.00
Hopper, Tina	Biology	\$3,462.00
Kaatz, James	Political Science	\$4,773.00
Kemp, Paula	Mathematics	\$500.00
Kim, Kyoungtae	Biology	\$500.00
Lupfer, Christopher	Biology	\$5,054.00
Metzker, Helena	Chemistry & Biochemistry	\$8,614.00
Mirza, Babur	Biology	\$4,745.00
Morrison, Sarah	Physics Astronomy & Mat Sci	\$500.00
Ondetti, Gabriel	Political Science	\$5,726.00
Payne, Ashley	Psychology	\$3,000.00
Phelps, Quinton	Biology	\$4,759.00
Saunders, Gigi	Biology	\$5,157.00
Sherman-Wilkins, Kyler	Sociology & Anthropology	\$500.00
Siebert, Matthew	Chemistry & Biochemistry	\$7,292.00
Udan, Ryan	Biology	\$500.00
Wait, Alexander	Biology	\$6,049.00
Wang, Jianjie	Biomedical Sciences	\$500.00
Yadon, Carly	Psychology	\$500.00
Yoshimatsu, Keiichi	Chemistry & Biochemistry	\$1,674.00
Zimmerman, Scott	Biomedical Sciences	\$500.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Amberg III, Richard	Media Journalism & Film	\$4,844.00
Anderson, Wayne	Finance & General Business	\$2,694.00
Atkinson, Jamie	Reading Foundations & Tech	\$500.00
Balasundaram, Isaac	Information Tech & Cybersecurity	\$3,000.00
Burton, Richard	Information Tech & Cybersecurity	\$3,282.00
Butcher, Carla	Counseling Leadership & Spec Ed	\$2,445.00
Buyurgan, Nebil	Tech & Construction Mgmt	\$11,584.00
Davis, Joshua	Information Tech & Cybersecurity	\$9,500.00
Decker, James	English Language Institute	\$2,754.00
Euglow, Todd	Management	\$3,000.00
Frederick, Dana	Management	\$7,275.00
Gerasimchuk, Nikolay	Chemistry & Biochemistry	\$4,721.00
Gerasimchuk-Djordjevic, Maria	Art & Design	\$1,999.00
Glaessgen, Tracey	Counseling Leadership & Spec Ed	\$3,045.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$3,660.00
Haring, Katherine	Management	\$3,000.00
Hopkins, Jennifer	Counseling Leadership & Spec Ed	\$815.00
	Kinesiology	\$931.00
Jones, Martin	International Leadership & Training Ctr	\$6,592.00
Kaula, Radhika	Information Tech & Cybersecurity	\$3,337.00
Kim, Hae	Biology	\$2,460.00
Lange, Ruth	Childhood Ed & Family Studies	\$3,260.00
Leas, Brian	Kinesiology	\$1,184.00
Lowe, Abby	Reading Foundations & Tech	\$2,445.00
McWoods, Anna	Biomedical Sciences	\$3,283.00
Moore, Heather	Management	\$3,000.00
Nordyke, Kathy	Childhood Ed & Family Studies	\$3,660.00
Odneal, Marilyn	Agriculture	\$5,593.00
Pettijohn, Catherine	English Language Institute	\$2,400.00
Pham, Courtney	Marketing	\$6,797.00
Qiu, Wenping	International Leadership & Training Ctr	\$10,500.00
Reger, Elizabeth	Management	\$3,300.00
Rose, John	Defense & Strategic Studies	\$6,698.00
Schlinder, Kelly	Modern & Classical Languages	\$2,448.00
Sexton, Randy	Information Tech & Cybersecurity	\$9,485.00
Speer, Jason	Information Tech & Cybersecurity	\$3,909.00

Academic Personnel Board Actions, cont'd.

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Swan, Karrie	Counseling Leadership & Spec Ed	\$3,045.00
Tapis, Kanu Priya	Management	\$12,931.00
Wilhelm, Paula	Management	\$3,000.00
Willis, Steve	Art & Design	\$2,700.00
Winstead, Cynthia	Theatre & Dance	\$5,773.00
Yang, Zhiguo	Information Tech & Cybersecurity	\$9,806.00
Zhang, Xiange	Information Tech & Cybersecurity	\$3,000.00
Zhang, Ying Jenny	Finance & General Business	\$14,071.00
Zhuang, Yuan	International Programs	\$2,754.00

ADDENDUM D

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>
Adeoye, Sarah	Chemistry & Biochemistry	\$4,600.00
Allee, Taylor	College of Agriculture	\$5,600.00
Anderson, Matthew	Chemistry & Biochemistry	\$4,600.00
Babel, Alexander	Chemistry & Biochemistry	\$4,600.00
Biswas, Shorojit	Geography Geology & Planning	\$4,600.00
Campos, Giselle	Chemistry & Biochemistry	\$5,600.00
Dang, Katy	Chemistry & Biochemistry	\$4,600.00
Darko, Jeffery	Chemistry & Biochemistry	\$4,600.00
Delgado Azuaje, Francisco	Kinesiology	\$4,600.00
Dickison, Tawn	Art & Design	\$5,600.00
Dyslin, Cora	Biology	\$4,600.00
Eguaosa, Elson	Chemistry & Biochemistry	\$4,600.00
Goodlett, Gregory	College of Agriculture	\$4,600.00
Hassani, Hannah	Biomedical Sciences	\$4,600.00
Heili, Rachel	Mathematics	\$4,600.00
Honey, Ummay	Physics Astronomy & Materials Sci	\$5,600.00
Iqbal, Md Shaihan Bin	Physics Astronomy & Materials Sci	\$5,600.00
Johnson, Collin	Chemistry & Biochemistry	\$4,600.00
Kirwa, Naum	Chemistry & Biochemistry	\$5,600.00
Krokower, Jesse	Biology	\$4,600.00
Lundien, Hannah	Chemistry & Biochemistry	\$5,600.00
Mahmud, Zia Uddin	Physics Astronomy & Materials Sci	\$5,600.00
Matheney, Hannah	Biomedical Sciences	\$4,600.00
Mou, Marium Mostafiz	Physics Astronomy & Materials Sci	\$5,600.00
Octoviawan, Nur Aziz	Physics Astronomy & Materials Sci	\$5,600.00
Ogundele, Olamide	Chemistry & Biochemistry	\$4,600.00
Opoku-Agyemang, Isaac	Communication	\$5,600.00
Pasula, Bhavana	Computer Science	\$4,600.00
Peters, Alyse	Biology	\$4,600.00
Phillips, Meredith	Hospitality Leadership	\$4,600.00
Pilarski, Autumn	Chemistry & Biochemistry	\$4,600.00
Price, Madeline	Biology	\$4,600.00
Rivas, Christian	Biomedical Sciences	\$4,600.00
Schouten, Ashley	Public Health & Sports Medicine	\$2,300.00
Sitapara, Dhruvkumar	Chemistry & Biochemistry	\$4,600.00

Academic Personnel Board Actions, cont'd.

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Smith, Catherine	Chemistry & Biochemistry	\$4,600.00
Son, Nayeon	Biology	\$4,600.00
Stepien, Christian	Physics Astronomy & Materials Sci	\$5,600.00
Sukhbaatar, Adilchimeg	Chemistry & Biochemistry	\$5,600.00
Volkova, Svetlana	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>
Kyle White	Custodian I Plaster Student Union-Custodial	21	\$27,039 annually	11/18/21
Shannon Aiken	Campus Safety Specialist University Safety	24	\$30,680 annually	11/29/21
William McCoy	Custodial I Residence Life, Housing & Dining Services	21	\$27,039 annually	12/01/21
Oliver Motzkus	Information Specialist Financial Aid	13	\$30,472 annually	12/06/21
Brian Payne	Campus Safety Specialist University Safety	24	\$30,680 annually	12/06/21
Divya Thakkar	Mental Health Clinician-Diversity Initiatives Counseling Center	44	\$43,600 annually	12/06/21
Carlye Genisio	Assistant Director-Student Engagement-Fraternity & Sorority Life Office of Student Engagement	42	\$40,000 annually	12/13/21
Christina Lapel	Assistant Director International Services	43	\$50,000 annually	12/13/21
Melissa Mayabb	Custodian I Custodial Services	21	\$27,039 annually	12/13/21
Kelly Cardin	Fire Prevention & Planning Specialist I University Safety	24	\$40,456 annually	12/20/21

Non-academic Personnel Board Actions, cont'd.

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Edward Stockmann	Administrative Specialist II Office of the Registrar	12	\$31,200 annually	12/20/21
Marissa Carter	Administrative Assistant II Residence Life, Housing & Dining Services	12	\$31,200 annually	01/05/22
Dominic Consolino	Distributed User Support Specialist College of Humanities & Public Affairs	33	\$45,759 annually	01/05/22
Caitlin Curbow	Postal Services Specialist Postal Services	13	\$31,408 annually	01/05/22
Chuck Garner	Director Agency for Teaching, Leading & Learning	47	\$84,000 annually	01/05/22
Andrew Minor	Custodian I Custodial Services	21	\$27,039 annually	01/05/22
Lewis Schnapp	Systems Administrator-Electronics Coordinator Bookstore	33	\$47,000 annually	01/05/22
Paula Sharkey	Campus Safety Specialist – Lead University Safety	25	\$35,048 annually	01/10/22
Sarah Sandidge	Project Coordinator, Teaching English to Speakers of Other Languages English	42	\$47,525 annually	01/12/22 08/31/26
Meagan Rippee-Brooks	Academic Advisor-Marketing, Recruitment & Retention Specialist College of Natural & Applied Science	42	\$35,568 annually	01/20/22
Briar Douglas	Coordinator, Student Engagement - Co-Curricular Involvement Student Engagement	41	\$35,568 annually	01/31/22

Non-academic Personnel Board Actions, cont'd.

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Jacob Phillips	Associate Planner Center for Resource Planning & Management	43	\$43,000 annually	01/31/22
Patrick Hurn	Associate Director, Human Resources Office of Human Resources	46	\$80,000 annually	02/01/22
Mason Gaspard	International Services Coordinator International Services	42	\$40,000 annually	02/07/22
Kathleen Lebeck	Field Placement & Compliance Specialist Education Field Experiences	42	\$37,253 annually	08/01/22

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Tyler Landgraf	Assistant Athletic Trainer Athletic Medical & Rehabilitation	09/03/21
April Dawson	Postal Services Specialist Postal Services	10/22/21
Page Patton	Custodian I Custodial Services	11/10/21
Sarah Zey	International Services Coordinator International Services	11/14/21
Alexis Gonzalez	Project Coordinator – Teaching English to Speakers of other Languages English	11/19/21
Timothy McCall	Video Coordinator-Athletics Intercollegiate Athletics	11/19/21
Amy Blades	Technology Training Specialist Computer Services	12/01/21
Taiylor Evans	Administrative Specialist II Agency for Teaching, Leading & Learning	12/04/21

Non-academic Personnel Board Actions, cont'd.

Page 4

David Fortney	Boiler Fireman Facilities Maintenance	12/03/21
Amy Aufdembrink	Assistant Director Academic Advising & Transfer Center	12/31/21
Skyler Cassity	Assistant Coach Intercollegiate Athletics	12/31/21
Charles Deichman	Campus Safety Specialist University Safety	12/31/21
Julie Krisch	Assistant Director of Campus Recreation-Aquatics & Risk Management Campus Recreation	12/31/21
Amanda Sheehan	Academic Administrative Assistant II Mathematics	12/31/21
Elizabeth Smith	Director of Development Office of Development	12/31/21
Dawn Stanton	Residence Hall Receptionist Residence Life, Housing & Dining Services	12/31/21
Brooks Travis	Information Technology Coordinator Library	12/31/21
Amanda Muse	Academic Adviser Criminology & Criminal Justice	01/12/22
Rachel Brinley	Administrative Specialist II Residence Life, Housing & Dining Services	01/14/22
Jesse Boyd	Campus Safety Specialist University Safety	01/15/22
Melinda Barnwell	Patient Services Coordinator Magers Health & Wellness Center	01/24/22

Non-academic Personnel Board Actions, cont'd.

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Bianca Webb	Operations Assistant – Athletics Intercollegiate Athletics	01/25/22
Travis Schilla	Coordinator of Leadership Development & Programming Residence Life, Housing & Dining Services	01/31/22
Kyle Tiggemann	Research Analyst Institutional Research	01/31/22
Amanda Napier	Licensed Practical Nurse Magers Health & Wellness Center	02/04/22
Hope Suffelette	Missouri Mentoring Program Resource Coordinator School of Social Work	02/04/22

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Joseph Webb	Farm Foreman College of Agriculture	10/31/21
Vicki Evans	Accounting Specialist Libraries	12/31/21
Jonathan Leamy	Head Athletics Coach Intercollegiate Athletics	12/31/21
Sandra Ward	Custodian I Campus Recreation	12/31/21
Scott Sikes	Custodian I Residence Life, Housing & Dining Services	01/31/22
Harriet Miller	Accounting Specialist Office of Financial Aid	03/31/22
John Reinert	Assistant Coordinator of Educational Field Experience & Assessment College of Education	07/31/22

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Mark Edwards	Custodian I JQH Arena	11/04/21

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Katrina Chavez	From: Assistant Registrar Office of the Registrar GR 42, \$46,831 annually To: Associate Registrar-Course & Curriculum Management Office of the Registrar GR 44, \$55,000 annually	Reclassification & Salary Adjustment	11/01/21
Lindsey Lovekamp	From: Autism Resource Specialist Project ACCESS GR 42, \$52,131 annually To: Associate Director, Project ACCESS Project ACCESS GR 43, \$54,738 annually	Promotion	12/01/21
Nia Morgan	From: Mental Health Clinician Counseling Center To: Mental Health Clinician-Diversity Initiatives Counseling Center	Title Change	12/06/21
Sonya Simpson	From: Food Service Coordinator Child Development Center GR 21, \$24,631 annually To: Assistant Teacher Child Development Center GR 40, \$24,631 annually	Status Change	12/06/21

Non-academic Personnel Board Actions, cont'd.

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Rachel Peterson	<p>From: Recruitment Specialist West Plains GR 42, \$38,931 annually</p> <p>To: Assistant Director, Annual Giving and Alumni Relations-West Plains Alumni Relations GR 42, \$44,000 annually</p>	<p>Status Change & Salary Adjustment</p>	<p>12/13/21</p>
Allison Sieja	<p>Research Specialist Biology</p>	<p>Continuation of Appointment</p>	<p>12/14/21 06/30/22</p>
John Davis	<p>From: Custodian I Custodial Services</p> <p>To: Custodian I Campus Recreation</p>	<p>Transfer</p>	<p>12/16/21</p>
Richard Britton	<p>From: Custodian I Residence Life, Housing & Dining Services GR 21, \$28,833 annually</p> <p>To: Boiler Fireman Facilities Maintenance GR 25, \$42,640 annually</p>	<p>Promotion</p>	<p>12/20/21</p>
Teri Poindexter	<p>From: Graphic Designer Creative Services GR 42, \$42,539 annually</p> <p>To: Senior Graphic Designer Creative Services GR 42, \$45,412 annually</p>	<p>Status Change & Salary Adjustment</p>	<p>12/20/21</p>
Robert Brewer	<p>From: Head Athletics Coach Intercollegiate Athletics</p> <p>To: Staff Emeritus Intercollegiate Athletics</p>	<p>Status Change</p>	<p>01/01/22</p>
Vicki Evans	<p>From: Accounting Specialist Libraries</p> <p>To: Staff Emeritus Libraries</p>	<p>Status Change</p>	<p>01/01/22</p>

Lyle Foster	<p>From: Assistant Professor Sociology & Anthropology \$57,431 annually (9-month faculty appointment)</p> <p>To: Assistant Vice President for Faculty Development & Inclusive Excellence Vice President for Diversity & Inclusion GR 47, \$80,000 annually (12-month staff position)</p>	Status Change	01/01/22
Teresa Frederick	<p>From: Associate Director Facilities Management GR 46, \$76,210 annually</p> <p>To: Director Residence Life, Housing & Dining Services GR 48, \$93,771 annually</p>	Promotion	01/01/22
Eric Gribben	<p>From: Locksmith Facilities Maintenance GR 24 \$35,520 annually</p> <p>To: Access Control Specialist Facilities Maintenance GR 26, \$43,680 annually</p>	Promotion	01/01/22
Michelle Madsen	<p>From: Residence Hall Director Residence Life, Housing & Dining Services GR 42, \$37,253 annually</p> <p>To: Assistant Director of Residence Life, Housing & Dining Services- Facilities & Operations Residence Life, Housing & Dining Services GR 45, \$49,526 annually</p>	Promotion	01/01/22

Non-academic Personnel Board Actions, cont'd.

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Lori Street	Membership Manager-Radio & TV Broadcast Services From: GR 42, \$37,253 annually (75% FTE) To: GR 42, \$49,670 annually (100% FTE)	Status Change & Salary Adjustment	01/01/22
Grant Jones	From: Business Manager Bookstore GR 44, \$52,567 annually To: Internal Auditor Office of Internal Audit & Risk Management GR 43, \$65,000 annually	Status Change & Salary adjustment	01/05/22
Kim Patterson	From: Administrative Assistant II Residence Life, Housing & Dining Services GR 12, \$32,301 annually To: Academic Administrative Assistant II Merchandising & Fashion Design GR 12, \$33,280 annually	Status Change & Salary Adjustment	01/05/02
Zhongsong Qiu	China Program Coordinator Reynolds College of Arts & Letters From: GR 42, \$37,253 annually To: GR 42, \$43,763 annually	Salary Adjustment	01/05/22
Carrie Stephens	From: Dispatch Specialist-Lead University Safety GR 25, \$36,093 annually To: Manager, Dispatch University Safety GR 44, \$50,000 annually	Promotion	01/16/22

Non-academic Personnel Board Actions, cont'd.

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Aishwarya Shrestha	<p>From: Planner Center for Resource Planning & Management GR 42, \$39,758 annually</p> <p>To: Associate Planner Center for Resource Planning & Management GR 43, \$43,000 annually</p>	Promotion	01/17/22
Ruben Berry	<p>From: Administrative Assistant I Residence Life, Housing & Dining Services GR 11, \$27,913 annually</p> <p>To: Administrative Assistant II Agency for Teaching, Leading & Learning GR 12, \$29,120 annually</p>	Promotion	01/12/22
Patty Claussen	<p>From: Financial Aid Counselor Office of Financial Aid GR 42, \$43,179 annually</p> <p>To: Field Placement & Compliance Specialist Education Field Experience GR 42, \$40,000 annually</p>	Status Change & Salary Adjustment	01/31/22
Suzanne Moskalski	<p>From: Academic Administrative Assistant II Communication GR 12, \$34,870 annually</p> <p>To: Payroll Technician Financial Services GR 13, \$36,941 annually</p>	Promotion	01/31/22
Ethan Swingle	<p>Academic Advisor – Athletics Intercollegiate Athletics From: GR 41, \$40,170 annually</p> <p>To: GR 41, \$45,170 annually</p>	Salary Adjustment	02/01/22

Harriet Miller

From: Accounting Specialist
Financial Aid

Status Change

04/01/22

To: Staff Emeritus
Financial Aid

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 November 30, 2021 through February 8, 2022 be approved.

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

FOR APPROVAL

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

LED Videoboard for Killian Sports Complex Stadium Intercollegiate Athletics Softball	\$288,230.00 (Estimated)
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Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University requests approval to utilize OMNIA Partners Cooperative Contract Daktronics R170101 for Scoreboards and Electronic Signs, for a new LED videoboard for the Killian Sports Complex Stadium.

Athletics is seeking to upgrade Killian Stadium where the University softball team plays its regular season and hosts conference tournaments. In partnership with Greene County Parks and Recreation, Athletics has a lease agreement to play at the stadium, similar to the partnership to play at Hammons Field. Many of the conference schools that host conference tournaments have this type of scoreboard, and it would be an investment toward improving the University's gender equity commitment.

Included in the purchase price with Daktronics are equipment and software, project management, engineering and site support services, installation responsibilities, and standard warranty service with extended services for completion of the project, scheduled for May, 2022.

Greene County Parks and Recreation is investing the electrical, fiber, and other infrastructure upgrades to support the new system for an estimate of \$150,000.00. Other investors are three contributors through the University Foundation for \$138,230.00. The Sales Agreement with Daktronics is for the contract price of \$288,230.00.

Cooperative contract terms include an initial three-year period from May 1, 2017 to April 30, 2020 with options to renew for two (2) additional one-year periods through April 30, 2022.

Note: Funding to be from Greene County Parks and Recreation, and the University Foundation.

November 30, 2021 through February 8, 2022

**ACTIVITY REPORT
PAGE THREE**

FOR INFORMATIONAL PURPOSES ONLY

Other purchases at the discretion of the Director of Procurement Services with approval from the Chief Financial Officer or President, with description of the rationale

**Vending Machine Services
Campus-Wide**

Revenue Contract

Request approval to extend Contract C5628-1 Vending Machine Services with Imperial Company (formerly Jackson Brothers of the South) for one year through December 31, 2022, with four optional one-year renewals.

Expiring Jackson Brothers of the South Contract C5628-1 was solicited in 2011, resulting in a five-year agreement with five optional one-year renewals. Respondents to the solicitation were only Jackson Brothers of the South and Kinney Vending.

As a franchisee of Canteen, a Compass Group company, Imperial Company acquired Jackson Brothers of the South and Kinney Vending during the latter part of the third quarter of 2021.

Pricing for 2022 has been adjusted to allow for the ongoing pandemic and inflation, expected rise in interest rates, and corresponding escalating costs and shortages for fuel, labor, products, and vehicles.

New Imperial customers are extended a maximum commission rate of 13 percent for beverages and snacks, and five percent for the self-service micro markets. Commissions are not paid for cold/fresh food sales due to the potential for spoilage if not readily sold.

As a further reference, Pepsi MidAmerica extends a 15% percent food and beverage rate through the University's West Plains vending contract.

A commission rate of 18 percent with no minimum paid has been proposed by Imperial for the University for beverages, cold/fresh food, micro markets, and snacks, and unit prices have been increased as shown. Positive sales are expected to continue, and increased unit prices will support higher commission revenue.

November 30, 2021 through February 8, 2022

**ACTIVITY REPORT
PAGE FOUR**

Commission Rates Current/Proposed

Commission	Current	Proposed
Percentage	22%	18%
Minimum	\$31,000	None

Product Pricing Current/Proposed

Product Category	Current Micro Market Pricing	Proposed Micro Market Pricing	Percentage Increase	Current Vending Pricing	Proposed Vending Pricing	Percentage Increase
Chips	\$1.25	\$1.39	11.2%	\$1.35	\$1.35	0.0%
Candy	\$1.25	\$1.49	19.2%	\$1.50	\$1.65	10.0%
Pastry	\$1.59	\$1.79	12.6%	\$1.50	\$1.75	16.7%
12ounce	\$0.99	\$1.19	20.2%	n/a	n/a	n/a
20 ounce	\$1.69	\$1.89	11.8%	n/a	n/a	n/a

Sales/Commissions

Sales Calendar Year 2021	Sales Calendar Year 2020	Difference
\$147,750.10	\$130,970.15	+\$16,779.95
Commission 2021	Commission 2020	Difference
\$32,475.76	\$28,769.21	+\$3,706.55

Note: Funds are to continue to be equally distributed to Intercollegiate Athletics and Residence Life, Housing and Dining Services.

**ACTIVITY REPORT
PAGE FIVE**

Single Feasible Source > \$100,000

Zoom Services University-Wide Access and Outreach \$105,716.24

Payment is being issued to the University of Missouri System for the Missouri Research and Education Network (MOREnet) for annual University-wide Zoom services for FY22.

Established in 1991 as one of the first higher education data network consortiums in the country, MOREnet provides internet connectivity, technical services, resources, and support, as well as technical training to Missouri's public sector entities, including K-12 schools, colleges and universities, public libraries, health care, government, and other affiliated organizations.

Note: Funding to be from ongoing operational budgets.

Other purchases at the discretion of the Director of Procurement Services with approval from the Chief Financial Officer or President, with description of the rationale

**State Government Relations Services \$132,300.00
Office of the President**

Hahn O'Daniel has represented Missouri State's interests in Jefferson City for the past six years. During this time, the university has accomplished significant success in state advocacy, and desires to continue its professional relationship.

A two-year contract with Hahn O'Daniel recently ended. The proposed new contract is a one-year agreement from November 1, 2021 to October 31, 2023, with terms substantially similar to the prior contract. Included is a five-percent increase in fees for inflation.

Note: Funding to be from A02000 302000 73420 061 Operating – Other Professional Services.

**ACTIVITY REPORT
PAGE SIX**

Exercise of contract renewal option for the purchase of goods and services estimated > \$100,000

**Water Treatment Chemicals and Services \$155,029.92
Facilities Management (Estimated)**

Renewal to be executed for Contract C7747-1 Water Treatment Chemicals and Services from Chemtron for the period from January 1, 2022 through December 31, 2022. The contract provides water treatment for individual building hydronic heating and cooling systems, individual building and District Chilled Water System cooling towers, the District Chilled Water System, and the District Steam System.

This renewal is the first of six University available contract renewal options, and **subject to need and continued satisfactory performance, the University will continue to exercise the remaining available annual renewable options.** Contract prices are based on the renewal option percentage listed in the contract.

Note: Funding to be from ongoing operational budgets.

Other purchases at the discretion of the Director of Procurement Services with approval from the Chief Financial Officer or President, with description of the rationale

**Information Technology Service Management (ITSM) Solution \$227,675.41
Information Technology (IT) Council (Three-Year Period)**

A purchase order is to be issued for a three-year renewal for the university-wide Information Technology Service Management (ITSM) solution from TeamDynamix Solutions.

Solution utilization is to track and manage all IT support activities for members of the University. The tracking of all IT support activities with a university-wide system provides a better view of support needs and resources, and allows for better decision-making, process improvement, and resource administration.

November 30, 2021 through February 8, 2022

**ACTIVITY REPORT
PAGE SEVEN**

Initially the solution was procured and implemented utilizing an Omnia Partners cooperative contract with SHI International, with a contract term starting on May 1, 2019 and continuing through April 30, 2022.

Buying direct from TeamDynamix is less expensive than again procuring through the cooperative contract, and as an existing customer of TeamDynamix, the University is able to purchase the universal license only available directly from TeamDynamix. Further, it would be impractical to move to a new solution.

A new three-year software contract to replace the expiring agreement is being requested that would begin on May 01, 2022 and continue through April 30, 2025.

Note: Funding to be from ongoing operational budgets using funds from Computer Information Services and the Office of the Provost.

Chief Information Officer – A02000 302010 73421 011 Operating/Springfield Information Services Technology and Networking, 58%, or \$132,051.74.

Office of the Provost -- E02033 022089 73421 011 Student Computer Usage Fee Central Software, 42%, or \$95,623.67.

III.E.1.

RECOMMENDED ACTION - Approval of Actions Concerning Academic Employees.

The following resolution was moved by _____ and seconded by _____:

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

NON-ACADEMIC APPOINTMENT:

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Leigh Adams	Asst. Professor/Interim Assoc. Dean	\$3,947.10	2/1/2022 5/20/2022

VOTE: **AYE** _____
 NAY _____

III.E.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>
Brittney Adkisson	Administrative Assistant II WP Univ./Community Programs	12	\$29,535 annually	12/01/2021
Travis Woods	Custodian I WP Physical Plant	21	\$24,085 annually	12/06/2021
Julie Dulaney	Admissions Evaluator WP Admissions	13	\$31,199 annually	01/18/2022

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Michael Orf	From: Interim Dean of Academic Affairs Assistant Professor WP Academic Affairs GR UN, \$72,718 annually To: Dean of Academic Affairs Assistant Professor WP Academic Affairs GR UN, \$100,000 annually	Promotion	02/01/2022

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ian Camejo	Director, University Communications WP University Communications	01/21/2022
Hannah Salvesen	Theatre & Events Coordinator WP Univ./Community Programs	02/25/2022

Vote: _____ Yea
 _____ Nay

IV.

2023 Smithsonian Folklife Festival

The Ozarks: Faces and Facets of a Region (working title)

Missouri State University is serving as the lead organization in the Ozarks, in consultation with many other organizations, to plan, promote, and conduct this major national program

“Welcome to the Ozarks, an American region with no single story to tell, a place more complex than you imagined but maybe just as colorful as you hoped.”

—Dr. Brooks Blevins, Noel Boyd Professor of Ozarks Studies, Missouri State University

The Ozarks: A Place of Crossroads and Connections

Located at the crossroads of the cultures and geographies of the South, Midwest, Great Plains, and Southwest, the Ozarks region is shaped by connections and interactions that link a demanding and fragile environment with the ever-changing cultural practices and traditions of its inhabitants. The enduring presence of First Nations peoples, the traces of French and Spanish colonization, the contributions of Scots-Irish, Germans, enslaved Africans and their descendants, urbanization, industrialization, tourism, and the arrival of refugees, migrants, and laborers from places as diverse as Vietnam, Laos, the Marshall Islands, Cuba, Mexico, and Central America all come together to create a place far more complex and heterogeneous than it is often given credit for in the popular imagination. It is a region with plentiful examples and models of persistence, innovation, and transformation.

Program Dates: late June through early July 2023

Since 1967, the Smithsonian Folklife Festival has promoted the understanding and sustainability of living cultures and traditions. Staged annually on the National Mall in Washington DC, the Festival offers cultural dialogue through music, crafts, foodways, and storytelling, giving participants the opportunity to share their regional experiences and expertise, in their own words and ways, with hundreds of thousands of attendees to the ten-day festival.

Working Themes and Content Areas

Celebrations and Gatherings

Seasonal events, religious and spiritual practices, foodways, funerals

Stories, Sounds, and Show Business

Storytelling (traditional and contemporary), house parties and jam sessions, Branson and Silver Dollar City, the Ozark Jubilee

Migrations, Movements, and Pathways

Populations and communities who have contributed to Ozarks identity and culture, past and present

Highways, Railroads and Tourism Corridors

Route 66, lakes and waterways, hiking/biking trails, “Trail of Tears,” Osage Trace, Wire Road, trucking



Connections to Land and Place

Recreational activities, gig fishing/gig making, jon boats, tie rafts, giraffe-style architecture

MSU Proposed Festival Activities

- Dozens of participants from the Ozarks will share their traditions in 10 days of public programming
- Concerts and film screenings
- Artisan demonstrations and hands-on workshops. Visitors contribute to collaborative works
- Special sessions for families, teachers, and stakeholder communities
- Opportunities to explore Ozark foodways and agricultural practices through cooking demonstrations, walnut harvesting and hulling, and other activities
- Live performances and interactive workshops with artisans, musicians, and storytellers
- Ozarks content shared via [Folklife Magazine](#) and the Festival's online *Story Circle* discussion series

Program Outreach

Attracting a broad audience both in-person and online, *The Ozarks: Faces and Facets of a Region* will increase public understanding of the vibrant cultures of the Ozarks region

- 700,000 local, national, and international visitors
- Millions of online visitors
- Comprehensive marketing campaigns, local and national news coverage, and extensive social media content reaches new audiences each year

Philanthropy and Support

The Smithsonian Institution — the world's largest museum, education, and research complex — shares a strong commitment to inclusivity and catalyzing conversations with audiences across the nation and the globe. Their innovative programs help people better understand their place in the world, using new technologies to engage learners of all ages. The Smithsonian is changing the way people experience culture and community.

At the Festival musicians, dancers, instrument makers, artisans, and other cultural practitioners engage visitors through daily workshops, master classes, discussion sessions, and performances. The public — both onsite and online — is encouraged to participate in activities and share stories about the ways in which local living culture connects them to each other and to the larger world.



Your support can help us share the rich stories of the cultural heritage of the Ozarks with the public, locally and nationally. Sponsorship provides a range of benefits that can be customized to reflect the priorities of supporters. All contributions are tax deductible to the full extent permitted by law.

Get in Touch: Tom Peters, MSU Dean of Library Services (TPeters@MissouriState.edu or 309-660-3648)

VIII.B.1.

RECOMMENDED ACTION – Approval of Revisions to the 2022-2023 Academic Calendars.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Board of Governors previously approved the Academic Calendars for 2022-2023 year on February 19, 2021; and

WHEREAS, subsequently, Springfield Public Schools has announced that they will not be conducting classes during the week of Thanksgiving each year in November;

WHEREAS, Administration recommends that the Academic Calendar for 2022-2023 be revised to include alignment with Springfield Public Schools by not conducting classes during the week of Thanksgiving each November;

WHEREAS, the Academic Calendar committee has also revised the Spring semester to better align the Fall and Spring teaching workload by adjusting the start date of the semester and revising Spring Holiday;

NOW BE IT RESOLVED by the Board of Governors for Missouri State University that the Academic Calendars for 2022-2023 be revised to include recognition and observation of the Thanksgiving break, and the adjustment of the Spring 2023 semester as set forth in the attachments.

VOTE: AYE _____

 NAY _____

Comments:

The Academic Calendar committee is recommending that the 2022-2023 Academic Calendar be amended to include the elimination of classes during the week of Thanksgiving each year. These amended dates will not affect the fall or spring semesters and therefore MSU will continue to meet the DESE guidelines. Please note that the staff Holiday calendar has not been adjusted to accommodate for this new holiday. The Academic Calendar committee has also recommended revising the Spring 2023 semester to start a week later than originally submitted and revising Spring Holiday to only include shutting the University down on the Friday before Easter Sunday each year. By adjusting the Spring semester in this way, the semesters are better balanced for teaching purposes. Spring Break and Commencement will not be affected by these changes.

MISSOURI STATE UNIVERSITY
Academic Calendar – 2022-2023

Fall 2022 Intersession

August 8 (Monday)
 August 19 (Friday)

Event

Intersession Classes Begin
 Intersession Classes End

Fall 2022 Semester

August 22 (Monday)
 September 5 (Monday)
 October 11 (Tuesday)
 October 12 (Wednesday)
 October 13-14 (Thursday-Friday)
 October 17 (Monday)
 October 29 (Saturday)
 November 19-27 (Saturday-Sunday)
 December 8 (Thursday)
 December 9 (Friday)
 December 10-15 (Saturday-Thursday)
 December 16 (Friday)

First Day of Classes
 Labor Day Holiday*
 First Block Classes End
 Mid-Semester/First Block Final Exams
 Fall Break*
 Second Block Classes Begin
 Homecoming
 Thanksgiving Vacation*
 Last Day of Classes
 Study Day*
 Final Exams Period
 Commencement

Winter 2023 Intersession

January 9 (Monday)
 January 20 (Friday)

Intersession Classes Begin
 Intersession Classes End

Spring 2023 Semester

January 16 (Monday)
 January 23 (Monday)
 February 20 (Monday)
 March 11-19 (Saturday-Sunday)
 March 23 (Thursday)
 March 24 (Friday)
 March 27 (Monday)
 April 7-9 (Friday-Sunday)
 May 11 (Thursday)
 May 12 (Friday)
 May 13-18 (Saturday-Thursday)
 May 19 (Friday)

Martin Luther King Jr. Holiday*
 First Day of Classes
 Presidents' Day Holiday*
 Spring Break*
 First Block Classes End
 Mid-Semester/First Block Final Exams
 Second Block Classes Begin
 Spring Holiday*
 Last Day of Classes
 Study Day*
 Final Exams Period
 Commencement

Summer 2023 Intersession

May 22 (Monday)
 May 29 (Monday)
 June 9 (Friday)

Intersession Classes Begin
 Memorial Day Holiday*
 Intersession Classes End

Summer 2023 Session

June 12 (Monday)
 June 19 (Monday)
 July 4 (Tuesday)
 July 6 (Thursday)
 July 10 (Monday)
 July 13 (Thursday)
 August 2 (Wednesday)
 August 3-4 (Thursday-Friday)

1st, 2nd, and 3rd Sessions Begin
 Juneteenth National Holiday*
 Independence Day Holiday*
 3rd Session Ends
 4th Session Begins
 2nd Session Ends
 Last Day of Classes/ 1st and 4th Sessions
 Final Exams Period

*Classes will not meet on these dates.

VIII.B.2.

RECOMMENDED ACTION – Approval of Academic Calendar for 2023-2024

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Academic Calendar Committee has coordinated preparation of the University’s academic calendar for the 2023-2024 Academic Year; and

WHEREAS, the Academic Calendar is reviewed each year to assure responsiveness to both University and community needs; and

WHEREAS, the Academic Calendar Committee has made its recommendations after a careful review of the data collected and other input provided by the Academic Leadership Council, Administrative Council, faculty, students, Springfield Public School leadership, OTC and other community partners; and

WHEREAS, the Academic Calendar Committee will continue to collect data and insights from both faculty and students on the structure of the calendar; and

WHEREAS, attached hereto is the proposed Academic Calendar for the 2023-2024 Academic Year;

BE IT RESOLVED by the Board of Governors for Missouri State University that the Academic Calendar for 2023-2024 be approved.

VOTE: AYE _____

 NAY _____

Comments:

The Academic Calendar committee is recommending, the following format of the calendar for 2023-2024. It should be noted that we have conferred with Springfield Public Schools and aligned Thanksgiving Break and Spring Break dates for November 2023 and March 2024.

MISSOURI STATE UNIVERSITY
Academic Calendar
2023-2024

Fall 2023 Intersession

August 7 (Monday)
August 18 (Friday)

Event

Intersession Classes Begin
Intersession Classes End

Fall 2023 Semester

August 21 (Monday)
September 4 (Monday)
October 10 (Tuesday)
October 11 (Wednesday)
October 12-13 (Thursday-Friday)
October 16 (Monday)
November 18-26 (Saturday-Sunday)
December 7 (Thursday)
December 8 (Friday)
December 9-14 (Saturday-Thursday)
December 15 (Friday)

First Day of Classes
Labor Day Holiday*
First Block Classes End
Mid-Semester/First Block Final Exams
Fall Break*
Second Block Classes Begin
Thanksgiving Holiday*
Last Day of Classes
Study Day*
Final Exams Period
Commencement

Winter 2024 Intersession

January 8 (Monday)
January 19 (Friday)

Intersession Classes Begin
Intersession Classes End

Spring 2024 Semester

January 15 (Monday)
January 22 (Monday)
February 19 (Monday)
March 9-17 (Saturday-Sunday)
March 21 (Thursday)
March 22 (Friday)
March 25 (Monday)
March 29 – 31 (Friday-Sunday)
May 9 (Thursday)
May 10 (Friday)
May 11-16 (Saturday-Thursday)
May 17 (Friday)

Martin Luther King Jr. Holiday*
Classes Begin
Presidents' Day Holiday*
Spring Break*
First Block Classes End
Mid-Semester/First Block Final Exams
Second Block Classes Begin
Spring Holiday*
Last Day of Classes
Study Day*
Final Exams Period
Commencement

Summer 2024 Intersession

May 20 (Monday)
May 27 (Monday)
June 7 (Friday)

Intersession Classes Begin
Memorial Day Holiday*
Intersession Classes End

Summer 2024 Session

June 10 (Monday)
June 19 (Wednesday)
July 3 (Wednesday)
July 4 (Thursday)
July 8 (Monday)
July 11 (Thursday)
July 31 (Wednesday)
August 1-2 (Thursday-Friday)

1st, 2nd, and 3rd Sessions Begin
Juneteenth Observed*
3rd Session Ends
Independence Day Observed*
4th Session Begins
2nd Session Ends
Last Day of Classes/1st and 4th Sessions
Final Exams Period

*Classes will not meet on these dates.

VIII.B.3.

RECOMMENDED ACTION: New Program: Doctor of Psychology (PsyD)

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the need to address mental health challenges through the development of experienced clinical psychologists has never been greater; and

WHEREAS, survey research indicates that there is considerable interest for a psychology doctorate program among current MSU graduate students, alumni, as well as community members working in the area; and

WHEREAS, this new program is designed to develop clinical psychologists with the skills and experience needed to help address society's growing mental health challenges; and

WHEREAS, MSU has entered into a program collaboration agreement with Burrell, Inc. which will allow students to complete their required practicum experiences within the network of Burrell clinical sites; and

WHEREAS, the Department of Psychology has prepared a cost/revenue plan that projects sufficient future resources to support the development and projected growth of the program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Doctor of Psychology (PsyD) be added to the programs of the Department of Psychology

VOTE: AYE _____

 NAY _____

EXECUTIVE SUMMARY:

The Doctor of Psychology (PsyD) degree is designed to train and develop clinical psychologists to meet the immense mental health challenges that our communities experience today and will continue to face in the future. The program faculty will seek accreditation by the American Psychological Association,

The core coursework consists of 118 credit hours which will include classes, practicums, professional seminars, and the completion of a dissertation and internship. A unique feature of this program is that in addition to the 118 credit hour core, all students will complete a 12 hour specialization in one of three areas: Diversity and Activism,

Integrated Health, or Behavior Analysis. Those specializing in the later option will meet the coursework requirements to become a Board Certified Behavior Analyst.

An essential component of the program will be practicum/clinical experiences. To this end, the university has entered into a collaboration agreement with Burrell Inc. which guarantees that the program's students can be placed at Burrell clinical sites. It is also important to note that Burrell, Inc. will contribute adjunct faculty as well as financial resources.

The department anticipates adding 12 students each year. By the fifth year, therefore, the total enrollment will be 60 students.

In addition to utilizing existing faculty, the department anticipates the need to add additional faculty. The costs of these new faculty are incorporated in the cost/revenue projections.

PSYCHOLOGY DOCTORATE PROGRAM
COLLABORATION AGREEMENT

This PSYCHOLOGY DOCTORATE PROGRAM COLLABORATION AGREEMENT (“Agreement”) is made and entered into as of February __, 2022 (“Effective Date”), by and between the **Board of Governors of Missouri State University**, (“MSU”) with its principal office located at 901 S National Ave, Springfield, MO 65897, and **Burrell, Inc.** (“Burrell”), a non-profit corporation with its principal office located at 2885 W. Battlefield Road, Springfield, Missouri, 65807.

WHEREAS, MSU is a comprehensive institution offering undergraduate, graduate, and professional doctorate programs, and seeks to establish a Doctor of Psychology Program (“Program”);

WHEREAS, Burrell is a non-profit community mental health organization providing mental health services in the State of Missouri which employs mental health professionals; and

WHEREAS, MSU and Burrell have a shared commitment to bring the Program to Southwest Missouri which will, in turn, increase recruitment of mental health professionals with a psychology doctorate candidate and create better access to mental and behavioral health services in our community.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, Burrell and MSU agree as follows:

1. TERM AND TERMINATION

1.1 Term. This Agreement is for an initial term of term of three (3) years starting on the Effective Date and shall be automatically renewed for additional one (1) year terms unless terminated as provided in this Agreement (taken together the “Term”).

1.2 Termination without cause. This Agreement may be terminated by either party by providing not less than sixty (60) days’ notice prior to the end of the current Term.

1.3 Termination for cause. Either party may terminate this Agreement for a material breach by the other party upon giving the other party thirty (30) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the thirty (30) day cure period. In the event this Agreement is terminated for cause, MSU agrees to immediately return any payments made under Section 2.1(a)(i-iv).

2. RESPONSIBILITIES OF THE PARTIES

2.1 Burrell’s Responsibilities. During the Term of this Agreement, Burrell will be responsible for the following:

- (a) Subject to Section 2.1(f), Burrell will provide MSU \$500,000.00 for MSU to establish and operate the Program. Burrell will provide such funds over four (4) payments in accordance with the following funding schedule. The parties agree that the payment timeline

set forth in this Section 2.1(a) is a good faith estimate and may be altered by written mutual agreement:

- i. First payment: \$150,000 within thirty (30) days of written notification from MSU that MSU's Board of Governors' approval of the Program;
- ii. Second payment: \$100,000 within thirty (30) days of written notification from MSU that the Missouri Coordinating Board of Higher Education ("CBHE") and Higher Learning Commission's ("HLC") approval of the Program;
- iii. Third payment: \$150,000 within thirty (30) days of written notification from MSU that the American Psychological Association's ("APA") Commission on Accreditation's has provided an acknowledgment of MSU's "Intent to Apply" for APA accreditation; and
- iv. Fourth payment: \$100,000 within thirty (30) days of matriculation of first classes of the Program.

(b) Burrell will accept Program students for practicum placements within Burrell clinical sites. Burrell will ensure that all Program students during their second year of study can be placed at a Burrell location for purposes of the Program. Additionally, Burrell will ensure that Program students in their third, and fourth year can complete at least one (1) required clinical experience at a Burrell location.

(c) Burrell will provide necessary staff release time to Burrell staff (at least one FTE) to serve as an instructor in the Program, teaching up to four (4) Program courses per academic semester. Such Burrell staff must be approved by MSU and meet all graduate level credential / accreditation requirements.

(d) Burrell will develop a mutually agreeable pathway for selected MSU Program faculty, consistent with the MSU Faculty Handbook and Burrell credential requirements, to earn additional compensation and professional enrichment through separate employment at Burrell.

(e) Burrell will provide discounted Continuing Education courses to MSU Program faculty through Burrell's Benchmarks training program, or other Burrell training opportunities.

(f) Unless otherwise agreed to by the parties, MSU agrees to return the first three (3) payments totaling \$400,000 to Burrell in a single lump sum payment if the first classes of the Program do not occur within twenty-four (24) months from the CBHE approval letter. This payment will be made within thirty (30) days of the expiration of the twenty-four (24) month anniversary.

Unless otherwise agreed to by the parties, all amounts reflected above will be paid by check, payable to Missouri State University.

2.2 MSU's Responsibilities. MSU will be responsible for the following:

(a) MSU agrees to be responsible for the establishment, management, and operation of the Program.

(b) MSU will be responsible for the curricular development related to the Program and all substantive submissions to regulatory/accrediting entities including but not limited to: CBHE, HLC, and APA.

(c) MSU will provide a designated physical space for Burrell Program personnel that is reasonable for Burrell's role in the Program and mutually agreeable.

(d) MSU will designate Burrell Clinical locations as the sole site for initial twelve (12) months of clinical practicum, which occurs during the second year of the Program. MSU will designate Burrell Clinical locations as the primary clinical practicum location in Program years three (3) and four (4) by requiring, as reasonable, all Program students complete at least two (2) required clinical practicum experience at a Burrell location.

2.3 Shared Responsibilities. The parties jointly agree to undertake the following:

(a) Develop and utilize logos/branded materials in appropriate aspects of Program outreach, advertisement, or as mutually agreed to by the Parties.

(b) Participate in a Program Collaboration Advisory Board ("Collaboration Advisory Board"). The Advisory Board will steer high-level aspects of the collaborative partnership related to the Program. The Advisory Board will include at least two (2) members of the Burrell leadership team. The parties will also form a Placement Advisory Committee ("Advisory Committee") as a sub-committee of the Advisory Board. The Advisory Committee will work through Program placement at Burrell practicum sites, and ensure matters related to clinical training and day-to-day collaboration, and outreach/communication efforts are aligned. The Advisory Committee will include at least three (3) members of the Burrell clinical leadership team.

3. CONFIDENTIALITY AND RECORDS

3.1 Confidential Information. The parties acknowledge they will have access to information that is treated as confidential and proprietary by the other party, including, without limitation, the existence and terms of this Agreement and any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, finances, sourcing, personnel or operations of the party, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, "Confidential Information"). The parties agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without prior written consent, and not to use any Confidential Information for any purpose except as required in the performance of the Agreement. Information shall not be considered Confidential Information which is (a) available to the public other than by breach of this Agreement by the

receiving party; (b) rightfully received by the receiving party from a third party without confidential limitations; (c) independently developed by the receiving party; or (d) known to the receiving party prior to first receipt of same from the disclosing party. Each party agrees to promptly notify the other party in writing of any loss, disclosure, misuse, or misappropriation of the other party's Confidential Information or of any court order or governmental decree requiring the disclosure of Confidential Information and to cooperate, at the disclosing party's expense, with the disclosing party's attempts to obtain a protective order. For the avoidance of doubt, the parties acknowledge that, as public entity of the State of Missouri, MSU is subject to the Missouri Open Meetings and Records Act ("Sunshine Law"), as set forth in Mo. Rev. Stat. § 610.010, *et. seq.*, and that this Agreement is subject to public disclosure pursuant to the provisions of the Sunshine Law.

3.2 Medical Records. The parties shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the "Standards") promulgated by the Secretary of Health and Human Services.

3.3 Student Records. MSU and Burrell agree to protect the privacy of educational records and to refrain from use or disclosure of a Burrell employee's educational record without the individual's consent or as otherwise allowed without consent under the federal Family Educational Rights and Privacy Act ("FERPA") as applicable to the records in question. School agrees provide Burrell with educational records pertaining to Burrell employees who are enrolled as students in the Programs upon receipt of a FERPA-compliant authorization form signed by the student.

3.4 Access to Records. If either party should be deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395X(v)(1), such party shall, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, make available upon request to the Comptroller General, or any of its duly authorized representatives, a copy of the Agreement and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this Agreement by the parties.

4. INSURANCE, INDEMNIFICATION, & LIMITATION OF LIABILITY

4.1 Insurance.

(a) Burrell. Burrell agrees to procure and maintain during the term of the Agreement a policy of commercial general liability insurance against claims for bodily injury, death and property damage occurring in connection with the Agreement as set forth herein. Such insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request, a certificate of insurance coverage shall be provided to MSU.

(b) MSU. As a Missouri public institution of higher education, MSU does not maintain general or professional liability insurance for itself or its employees; rather, it relies on the State Legal Expense Fund, as established by Mo. Rev. Stat. § 105.711, and as administered by the Office of State Administration. Upon request, documentation confirmation such coverage shall be provided to Burrell.

4.2 Liability of the Parties. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own

4.4 Limitation of Liability. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

5. EMPLOYMENT TERMS

5.1 Non-discrimination. Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in connection with this Agreement on any protected basis, including without limitation the basis of sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), race, age, disability, religion, national origin, veteran's status, or any other basis protected by applicable law.

5.2 Employment. Notwithstanding anything to the contrary, all employees of a party shall be subject solely to terms of employment by that Party. Neither party shall have any rights or responsibilities with respect to any employees of the other party absent a separate agreement.

6. GENERAL TERMS AND CONDITIONS

6.1 Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to benefit or confer on any third party, person or entity other than the parties hereto or their respective successors and assigns, any benefits, rights, remedies, obligations, or liabilities under or by reason of this Agreement.

6.2 Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto. Notwithstanding the foregoing, MSU may subcontract any part or portion of its obligations hereunder, and any such subcontract shall not relieve MSU of its responsibility for proper performance of any part or portion of the Agreement.

6.3 Headings. The headings of the various articles, sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they

refer, or as affecting the meaning or construction of the language in the body of such sections.

6.4 Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Missouri, without regard to conflict of law principles. The prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which the prevailing party may be entitled.

6.5 Force Majeure. Neither party shall be held liable to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement (except obligations for the payment of money) where such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction or order, blockage, embargo, labor dispute, strike, lockout or interruption or failure of utility services, epidemic or pandemic, or acts or omissions or delays in acting by any governmental authority or the other party. The affected party shall notify the other party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake reasonable efforts to cure such force majeure circumstances, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.

6.7 Waiver. The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same of any other term or condition. Further, the failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.

6.7 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and are effective on the date of actual delivery to the other party at the addresses provided below, or at such other address as any party hereto shall have designated by notice in writing given in the manner set forth above to the other party hereto:

If to MSU: Missouri State University
901 S. National Ave.
Springfield, MO 65897
Attention: Dean, College of Health and Human Services

With a copy to: Missouri State University
901 S. National Ave.
Springfield, MO 65897
Attention: General Counsel & Chief Compliance Officer

If to Burrell: Burrell, Inc.:
2885 W. Battlefield
Springfield, MO 65807
Attention: President and CEO

With a copy to: Burrell Legal Department

2885 W. Battlefield
Springfield, MO 65807
Attention: General Counsel

6.8 Amendment and Modification. Subject to applicable law, or as otherwise provided herein, this Agreement may be amended or supplemented only by written agreement of Burrell and MSU executed in the manner set forth herein.


6.9 Authority. Each party represents and warrants that it is duly authorized with full power and authority to execute, deliver and perform its obligations and duties under this Agreement.

6.10 Compliance with Laws. The parties agree that the parties shall abide by all applicable federal, state and local laws and regulations in providing services and related duties and obligations under this Agreement.

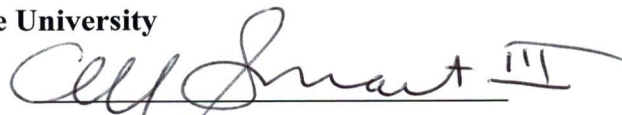
6.11 Entire Agreement. The Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Burrell, Inc.

By: 
Name: C.J. Davis
Title: President / CEO

**Board of Governors of Missouri
State University**

By: 
Name: Clifford Smart
Title: President



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

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 January.

PROJECT HIGHLIGHTS

- **Dorothy Wittorff-Sandgren**, Community Development Coordinator, **Jason Ray**, Director, and **Thomas Cunningham**, Associate Planner of the Center for Resource Planning and Management, received **\$376,738** from the **US Department of Homeland Security** through the **Missouri Office of Homeland Security** to continue regional allocation of federal funding that will ensure regional needs are addressed and enhance the State’s collective disaster preparedness.
- **Rabekah Stewart**, Assistant Professor of Communication, received **\$292,929** from the **National Institutes of Health** to encourage underserved student populations to graduate from high school and enroll in 4-year post-secondary institutions. This will be done by providing weekly tutoring and in-school meetings, Saturday sessions, cultural, academic and career exploration activities as well as offering a summer enrichment program and ACT preparation services.
- **Amy Hulme**, Director of the Agency for Teaching, Leading and Learning, received **\$355,756** from the **U.S. Department of Education** through the **Missouri Department of Elementary and Secondary Education** to examine the role of cellular protein SPTBN1 in HIV-1 infection of microglial cells. Using molecular and cell biology techniques we will determine which step(s) of HIV infection are facilitated by SPTBN1. This project will increase knowledge of HIV infection in a biologically relevant cell type of high research interest.

RESULTS

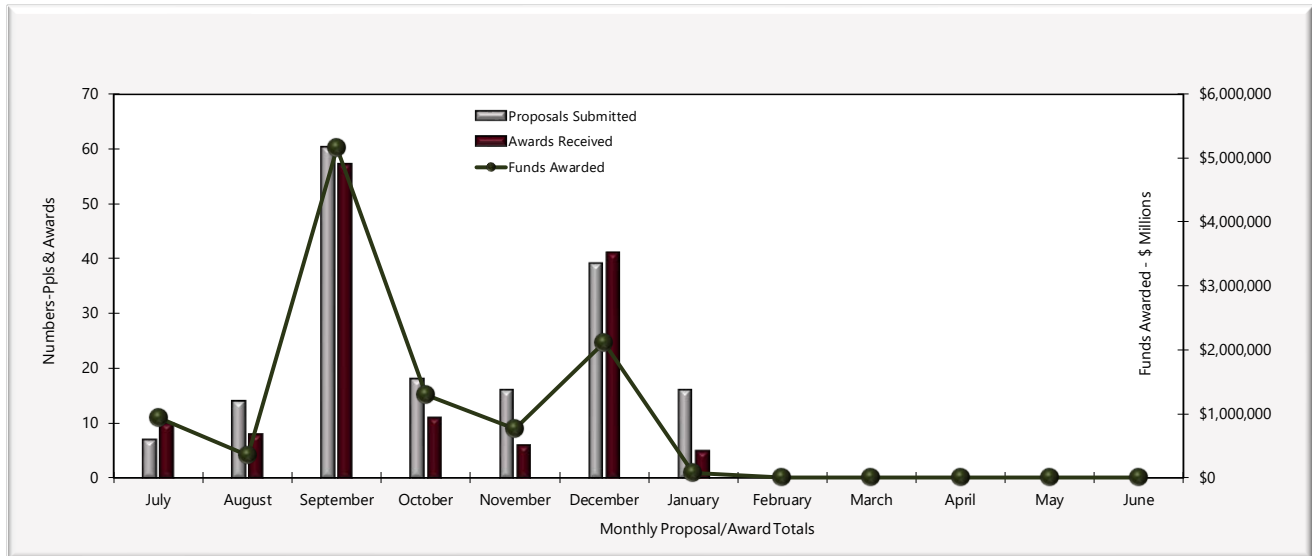
As of the end of January, the University has submitted 170 proposals for support of university-based projects. To date, 138 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$10.6 million. 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	170	-11%
Funds Requested	\$35,053,877	0%
Named Investigators	81	-19%
Grants & Contracts Awarded	138	-16%
Funds Awarded	\$10,682,148	-45%

External funding activity so far in FY 2022:

Sponsored Program Activity FY 2022

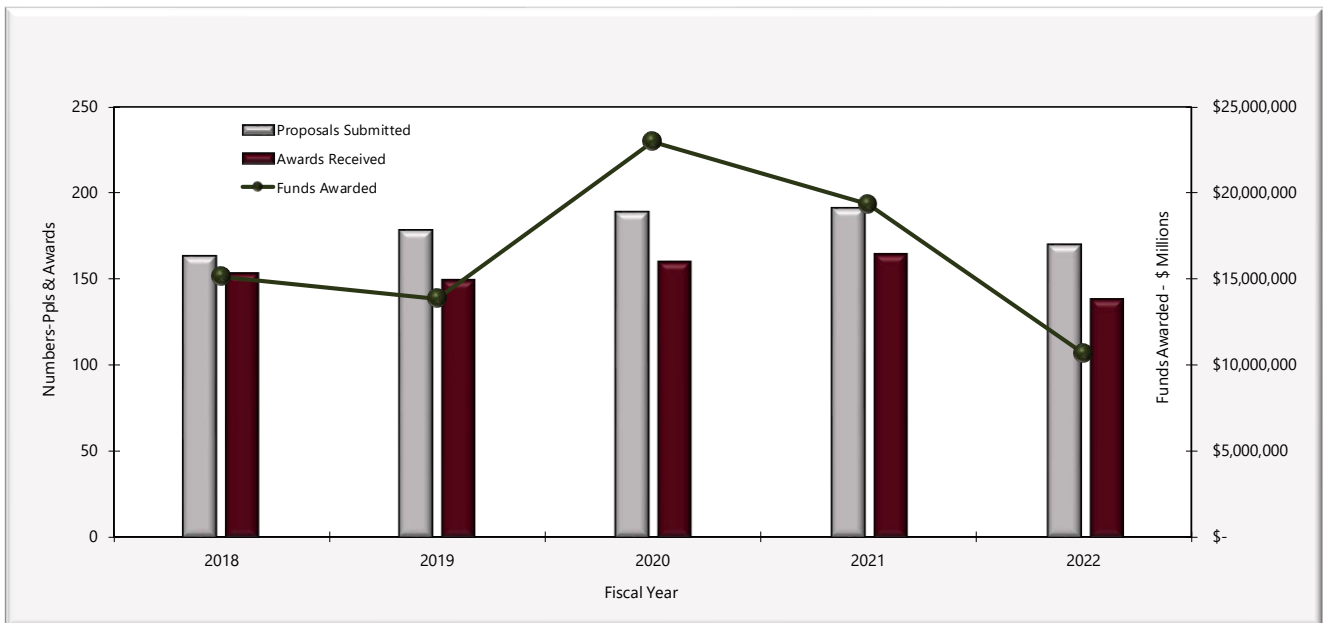
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	7	10	\$940,166
August	14	8	\$349,310
September	60	57	\$5,154,130
October	18	11	\$1,290,645
November	16	6	\$763,640
December	39	41	\$2,108,011
January	16	5	\$76,246
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	170	138	\$10,682,148



A comparison of activity over the last five years:

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

Fiscal Year	Proposals Submitted	Number of Awards					Ttl Awds	\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service		Requested	Awarded
2018	163	35	0	5	30	83	153	\$ 26,448,118	\$ 15,112,534
2019	178	25	0	1	24	99	149	\$ 24,278,766	\$ 13,860,177
2020	189	24	0	3	28	105	160	\$ 39,715,673	\$ 22,968,166
2021	191	33	0	0	29	101	164	\$ 35,099,777	\$ 19,344,895
2022	170	22	1	0	21	93	138	\$ 35,053,877	\$ 10,682,148



Grant and contract activity for FY 2022, through January:

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	2	0	2	3	\$ 53,723	2	3	\$ 53,723
The William H. Darr College of Agriculture	0	9	0	4	14	8	\$ 141,122	10	7	\$ 141,122
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	4	2	\$ 46,883	3	2	\$ 46,883
Judith Enyeart Reynolds College of Arts & Letters	0	6	0	6	6	6	\$ 929,238	5	5	\$ 1,252,126
Center for Dispute Resolution	0	1	0	1	2	2	\$ 29,465	2	2	\$ 29,465
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	2	13	1	8	23	13	\$ 622,707	17	13	\$ 622,707
Agency for Teaching, Leading and Learning	4	1	0	1	9	5	\$ 2,420,566	6	5	\$ 2,420,566
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	6	3	5	13	13	\$ 868,078	13	13	\$ 868,078
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	6	6	\$ 49,803	6	6	\$ 49,803
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	42	5	16	63	27	\$ 1,211,884	32	19	\$ 1,211,884
Bull Shoals Field Station	0	1	0	1	2	2	\$ 17,846	2	2	\$ 17,846
Center for Resource Planning & Management	1	0	0	1	2	1	\$ 5,000	2	2	\$ 15,810
Ozark Environmental Water Research Institute	2	1	1	1	13	10	\$ 174,658	8	5	\$ 163,848
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	3	1	3	8	6	\$ 599,706	6	6	\$ 599,706
Center for Community Engagement	1	0	1	0	3	2	\$ 183,558	1	1	\$ 22,114
Ozarks Public Health Institute	0	1	0	1	3	2	\$ 230,292	3	2	\$ 230,292
Southwest Missouri Area Health Education Center	1	0	1	0	6	6	\$ 235,436	6	6	\$ 235,436
Research & Economic Development	4	0	3	0	12	13	\$ 630,752	11	12	\$ 469,308
Center for Applied Science & Engineering	1	0	2	0	3	4	\$ 115,368	3	3	\$ 115,368
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	2	2	\$ 62,750	2	2	\$ 62,750
Jordan Valley Innovation Center	1	0	1	0	7	7	\$ 596,544	7	7	\$ 596,544
Small Business Development Center	2	0	2	0	5	4	\$ 281,974	5	3	\$ 281,974
Student Affairs	3	0	2	0	3	3	\$ 590,858	2	3	\$ 590,858
West Plains	4	2	3	0	10	3	\$ 362,665	9	3	\$ 362,665
TOTAL	39	94	30	54	229	156	\$ 10,682,148	170	138	\$ 10,682,148

* 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
OFFICER
Board of Governors Meeting Friday, February 18, 2022**

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

Black History Month Engagements:

Division staff are participating in numerous programs and responding to requests for presentations, panel discussions, and talks throughout Black History Month on campus as well as for various organizations in the general community.

Assistant Vice-President for Faculty Development and Inclusive Excellence:

Dr. Lyle Q. Foster, former Faculty Diversity Coordinator in the DDEI, is now the AVP for Faculty Development & Inclusive Excellence 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 joined DDEI staff as the Assistant Vice-President for Faculty Development and Inclusive Excellence on January 1, 2022.

Division for Diversity Equity & Inclusion Fellow:

Dr. Wafaa Kaf, a professor in the department of communication sciences and disorders was appointed as diversity fellow to the division. Dr. Kaf is recognized globally for her research expertise, diversity initiatives and contributions. She will be developing and implementing a “Young Leaders in a Global Perspectives” program to increase and enhance academic support for and cultural awareness of international and domestic students.

Missionary Baptist State Convention of Missouri (MBSCM) Luncheon:

During March 14-18, 2022 the Convention will have its first annual meeting since the onset of Covid-19. On March 15, 2022 the Annual Meeting Luncheon will be held at Missouri State University’s Plaster Student Union Ballroom. Prior to the pandemic, the Convention and MSU collaborated in outreach, recruitment, admission, retention and academic success of first generation, Pell Grant eligible students of color from statewide member churches of the organization. President Smart, SAAB CEO Dr. Tyrone Bledsoe, CDO H. Wes Pratt will speak at the convention.

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 as 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.

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 during 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 and lasted for 10 weeks with the final awards dinner event held December 12, 2021. Grant was intended to promote higher 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.

The SAAB Annual Conference will be held in St. Louis April 8-10, 2022. The theme is “Brothers Connecting at the Gateway”. President Smart and CDO H. Wes Pratt will attend and participate in panel discussions and workshops.

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

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

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. Next SEM meeting is Tuesday, October 5, 2021 via Zoom.

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/>

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 developed and implemented.

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, Office of Equity and Compliance (OEC), 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.** Will meet in April 2022.
- **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.

Mentoring for Academic Success (MAS@MSU):

The Mentoring for Academic Success (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]:

The Multicultural Business Association (MBA) facilitates 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 with Ms. Darline Mabins serving as Executive Director. MBA and the Springfield Area Chamber of Commerce engage in collaborative efforts promoting 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 General Manager Gary Gibson and City of Springfield Deputy City Manager Maurice Jones. Performance Measures and Subcommittee on Diversity co-chaired by MSU AVPDDI Dr. Juan Meraz and the Outreach, Recruitment and Retention co-chaired by MSU HR Director Scott Scobee with CDO participating on Workgroup, and both committees.

Missouri Diversity Officers in Higher Education (MODOHE):

MODOHE’s Virtual Winter Diversity Summit was held on February 3, 2022. The summit theme is “Rebound, Rebuild, Relive” and the MODOHE mission is to serve as the preeminent voice for diversity and equity officers in both the K-12 and higher education.

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 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 AVPDI, 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 of colleges and universities advancing access to higher education for underrepresented and under resourced students. The MSU PEN team that includes Dr. Dee Siscoe, Rob Hornberger, Dr. Ryan Reed, Dr. Kim Martin, Dr. Kelly Wood, Dr. Juan Meraz, CDO W. Pratt. PEN institutions are Fontbonne, Harris-Stowe, Maryville, Missouri State University, University of Missouri, SEMO, SLU, STL CC, UCM, UMKC, UMSL, and Webster University.

Bias Response Team (BRT):

Dr. Juan Meraz & CDO collaborate with the BRT in anti-bias program development.

Submitted by: H. Wes Pratt, J.D.
Assistant to the President/Chief Diversity Officer

XI.B.

Student Affairs Report Missouri State University Board of Governors February 18, 2022

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 December include:

Magers Health and Wellness Center:

- ♥ Magers continues to offer free flu shots, COVID testing and COVID vaccines through their clinic, in addition to their standard patient care.
- ♥ Magers hosted Ms. Mosteller, AAAHC Surveyor (Accreditation Association for Ambulatory Health Care), on January 31-February 1 to conduct the health and wellness accreditation review. We'll get our official letter in 4-6 weeks, although the Surveyor assures us that she will recommend a full 3-year re-accreditation cycle. This is our 9th consecutive successful accreditation. The Surveyor described a 'culture of quality' she found throughout Magers. She was fair and maintained high standards. She shared several useful ideas with us to help us further improve patient care at Magers.

Residence Life, Housing and Dining Services:

- ♥ Teresa Frederick joined our team on January 1st as the Director of Residence Life, Housing and Dining. Teresa brings many years of residence life and housing facilities experience. She is an excellent addition to our team!
- ♥ MSU Explores took place January 24-28, 2022 covering topics of Cultural Consciousness, Toxic Positivity, Gender Dynamics, Body Image, and Disability awareness.
- ♥ Residence Life, Housing and Dining Services custodial staff held a food and hygiene product collection during the month of December collecting 765 pounds of items to benefit the Bear Pantry.
- ♥ Resident Assistants are conducting Success Chats with our residential student in weeks 2-5 (Monday, January 24 – Sunday, February 20).
- ♥ Staff continue to successfully manage quarantine and isolation housing in Kentwood Hall. This includes contact tracing to help minimize spread of COVID.
- ♥ We're up 87 (6.89%) new incoming student contracts. We're up 84 (7.95%) re-application contracts as of February 7, 2022.

Enrollment Management:

- ♥ Opening enrollment headcount for spring 2022 was up 2.8% in total students. We started the semester with over 4,000 graduate students for the first time in a spring term. We were also up in underrepresented, international, and dual credit students.
- ♥ Approximate 180 students admitted for fall 2022 interviewed for the Presidential Scholarship on Saturday, January 29. The event was held virtually, which included remarks from President Smart, opportunities to attend Honors College sessions, and the interview. 35 will be awarded the Presidential Scholarship. The remaining have already automatically qualified for the Board of Governors Scholarship.

- 🎖 The Veteran Student Center certifies students using the GI Bill, including those on our Fairfax, VA campus. On January 20, the Veteran Student Center passed an audit with zero errors found by the Virginia State Approving Agency.

Multicultural Services:

- 🎖 TRIO Upward Bound has entered the competition for continual funding for 2022-2027 in the amount of approximately \$294,000 annually for 5-years. If re-awarded, the program will serve Central, Parkview, and Hillcrest High Schools. Notification of award will be shared in May.
- 🎖 Bears LEAD awarded \$150 stipends for fall semester participants. There were 82 recipients who met the academic requirement, advising meetings, tutoring (if applicable) and program activities.
- 🎖 Access & Success programs (includes Bears LEAD) fall highlights: 4 graduates, 61 Dean's List.
- 🎖 The Black History Month calendar: https://news.missouristate.edu/2022/01/27/black-history-month-2022/?utm_source=feed&utm_medium=feed&utm_campaign=feed?utm_source=portal&utm_campaign=universitycommunications&utm_medium=news
- 🎖 Through the Disability Resource Center, there were 1189 requests for accommodations in 892 classes for Spring 2022 semester.

Campus Recreation:

- 🎖 Missouri State and Campus Recreation were well represented at the Kansas City Sports Performance Seminar. This training assists personal trainers with additional tools for comprehensive evaluations, movement metrics and more. Members of Foster Recreation Center will benefit and increase productivity and effectiveness of personalized workout plans.
- 🎖 In January, Campus recreation kicked off registration for its inaugural summer camp. Camp Claw will take place for 8 weeks over the summer and target kids 6-12! Registration information and more details can be found on the campus recreation website.
- 🎖 At the end of the fall semester, Campus Recreation was recognized by the Missouri State Bear Power program as an outstanding advocate. The department has developed three internships for the program and continues to expand. Campus recreation is intentional about developing outcomes and experiences that align with the Bear Power mission and values.

Plaster Student Union:

- 🎖 Briar Douglas accepted the position of Coordinator of Co-Curricular Involvement in the Office of Student Engagement. He will be working with Leadership Development programs and student organizations.
- 🎖 Plaster Student Union (PSU) administration worked with Planning Design and Construction to complete a theatre update of audio with upgraded speakers, new amplifiers, video switch, receiving rack.
- 🎖 Highlights in the Fraternity and Sorority Life Community include:
 - Five Interfraternity Council (IFC) Fraternities were above the All-Men's GPA

- 375 Men joined IFC Fraternities
- IFC fraternities donated \$194,000 to charitable organizations
- Two National Pan-Hellenic Council (NPHC) organizations were above the All FSL GPA
- 8 PHA sororities were above the All-Campus GPA
- 396 New members joined Panhellenic Association (PHA) chapters
- Panhellenic organizations donated \$84,285 to charitable organizations

University Bookstore:

- 📖 Faculty/Staff Appreciation Days, Dec 1 & 2. Offered 25% discounts on BearWear and souvenirs, as well as special Apple technology pricing on previous-gen iPads and MacBooks. In total, we sold over 500 clothing and gift items, totaling more than 10k in sales, and sold 40 Apple products with sales exceeding \$8,500. Overall, this promotion provided great savings and benefit to the faculty and staff, as well as generating additional bookstore revenue at the end of the calendar year.
- 📖 Spring 2022 StreamlinED – the program has again substantially increased over Spring 2021. The number of titles has increased 44% from 76 titles in 2021 to 109 titles in 2022. Sales have also increased by 19% over Spring 2021 – total dollar increase is about 140k.
- 📖 The Bookstore has experienced a solid sales increase at the Team Store in the JQH Arena from our sales at both the men and Lady Bear basketball games. We are up 85% to last year’s sales, approx. 12k - Go Bears!!

Respectfully submitted by,



Dr. Dee Siscoe
Vice President for Student Affairs

XII.A.



Report to Missouri State University Board of Governors

February 18, 2022

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

General Information

Now a member of the Transportation Advisory Committee, and the Academic Calendar Committee.

Have reached out for approval to be on the President's Council on Accessibility and the Safety Matters Committee.

Activities Committee

Basketball Suites:

Men's: February 15 and 23

Women's: February 24 and 26

Tickets to Performances:

A Chorus Line

The Spring Dance Concert

Public Affairs Committee

Ozarks Food Harvest: Next volunteer day is Saturday, April 9 from 1:00 to 4:00.

Adopt-A-Street: March 11th from 11:30 to 1:00

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

Administrative Professional Committee

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

Communications Committee

Newsletter: Working a digital Spring Newsletter to share with all current Staff members.

Recruitment: Brainstorming ideas on how to reach Staff to join Senate from all areas of the University.

XIII.A.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

FINANCE NO. ____ - ____

AUTHORIZING THE BORROWING BY MISSOURI STATE UNIVERSITY OF THE PROCEEDS OF AN ISSUE OF EDUCATIONAL FACILITIES REVENUE BONDS (MISSOURI STATE UNIVERSITY), SERIES 2022A, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI, TO REFUND CERTAIN OUTSTANDING EDUCATIONAL FACILITIES REVENUE BONDS; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH SUCH BORROWING

WHEREAS, the Health and Educational Facilities Authority of the State of Missouri (the “Authority”) has been created by and is authorized and empowered pursuant to the provisions of the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended (the “MoHEFA Act”), to issue revenue bonds for the purpose of making loans to certain “health institutions” or “educational institutions,” as defined in the MoHEFA Act, to provide funds to pay the costs of acquiring, constructing, reconstructing, repairing, altering, improving and extending “health facilities” or “educational facilities,” as defined in the MoHEFA Act, said revenue bonds to be payable solely out of the revenues of the Authority pledged in favor of the holders of said bonds; and

WHEREAS, the Authority has previously issued its Educational Facilities Revenue Bonds (Missouri State University) Series 2015 in the original principal amount of \$16,790,000 (the “Series 2015 Bonds”) to finance and refinance certain improvements to the educational facilities of Missouri State University (the “University”); and

WHEREAS, the University, is an “educational institution,” as defined in the MoHEFA Act, and has requested the Authority to assist the University in providing funds (a) to refund the Series 2015 Bonds and (b) to pay associated costs of issuance of the bonds, and the University has requested that the Authority issue its bonds and loan the proceeds thereof to the University for such purposes, all as provided for and permitted under the MoHEFA Act; and

WHEREAS, the Authority is authorized under the MoHEFA Act to issue its revenue bonds for the purposes aforesaid and the Board of Governors of the University (the “Board”) has determined that the public interest will be best served and that the purposes of the MoHEFA Act can be more advantageously obtained by the Authority’s issuance of revenue bonds in order to loan funds to the University as a means of accomplishing the foregoing; and

WHEREAS, in order to raise funds to loan to the University to accomplish the foregoing, the University has requested the Authority to issue its Educational Facilities Revenue Bonds (Missouri State University) Series 2022A (the “Bonds”), in a principal amount not to exceed \$15,000,000, to be issued under a Bond Trust Indenture (the “Bond Indenture”) between the Authority and U.S. Bank Trust

Company, National Association, as bond trustee (the “Bond Trustee”), and to make the loan to the University as provided in the herein referenced Loan Agreement; and

WHEREAS, it appears to the Board that the borrowing by the University of the proceeds of the Bonds from the Authority, and such other matters above recited are necessary and desirable and in the best interest of the University;

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

Section 1. Findings and Determinations. The Board of Governors hereby makes the following findings and determinations with respect to the University and the Bonds:

- (a) The University is a state educational institution organized and operating under the laws of the State of Missouri, and is an “educational institution” as defined in the MoHEFA Act, which operates educational facilities located in the State of Missouri;
- (b) The University has requested the Authority’s assistance in providing funds for the purposes described above;
- (c) The issuance of the Bonds for such purposes is in the public interest, will alleviate a financial hardship of the University and will result in a lesser cost of education to students, third parties and others who must pay for such educational costs; and
- (d) The Bonds will be issued for a valid purpose under and in accordance with the provisions of the MoHEFA Act.

Section 2. Borrowing. The Board hereby approves and authorizes the borrowing by the University from the Authority of the proceeds obtained from the issuance of the Bonds to refinance the Series 2015 Bonds and to pay costs of issuance of the Bonds.

Section 3. Approval of Issuance of Bonds. The Board hereby approves the issuance and sale by the Authority of the Bonds to be issued under a Bond Indenture in order to provide funds to be loaned to the University for the purposes described in the recitals hereof. The obligation of the University to make payments on the Bonds shall be a general, unsecured obligation of the University. The Bonds shall be issued in a principal amount not to exceed \$15,000,000, shall bear interest at a fixed rate of interest resulting in a true interest cost (as described in Section 108.170(7) of the Revised Statutes of Missouri) not in excess of 3.00% or a variable rate of interest, initially not to exceed 3.00% per annum, and shall have a final maturity not later than October 1, 2040. The terms of the Bonds shall be as specified in the Bond Indenture.

Section 4. Authorization and Approval of Documents. The Executive Committee of the Board (the “Executive Committee”) shall review the final terms of the Bonds and have the authority to approve the forms of documents necessary to complete the issuance of the Bonds, which shall include the Bond Indenture, which shall set forth the terms of the Bonds consistent with the terms approved by the Board, a Loan Agreement between the Authority and the University, a Tax Compliance Agreement among the Authority, the University, and the Bond Trustee, and such other documents as are deemed necessary by the Executive Committee, which may include a Commitment Agreement between the Authority, the University, and a lender or other purchaser of the Bonds, a term sheet setting forth the

terms of the Bonds, and a Placement Agreement between the University and Hilltop Securities Inc. (together, the “University Documents”), and the officers of the University are hereby authorized to execute and deliver such documents with such changes therein as shall be approved by any officer of the University executing such documents, such officer’s signature thereon being conclusive evidence of his or her approval and the Board’s approval thereof.

Section 5. Execution of University Documents. The Chair of the Board and the President, the Treasurer, or the Chief Financial Officer of the University each is hereby authorized and directed to execute and deliver the University Documents for and on behalf of and as the act and deed of the University. The Secretary of the Board is hereby authorized and directed to attest to such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.

Section 6. Further Authority. The proper officers of the University are hereby authorized, empowered and directed to do all such acts and things and to execute, acknowledge and deliver all such documents, including redemption and defeasance documents, and to pay all such fees, taxes and expenses as may in their discretion be deemed necessary or desirable in order to carry out and comply with the terms and provisions of these resolutions; and all of the acts and doings of the officers of the University which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects ratified, confirmed and approved.

Section 7. Repeal of Conflicting Resolutions. All prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

Section 8. Effective Date. These resolutions shall take effect and be in full force immediately upon their adoption by the Board.

ADOPTED by the Board of Governors of Missouri State University the 17th day of February, 2022.

Chair of the Board

Passed at Meeting of

February 17, 2022

Secretary of the Board

* * *

XIII.B.

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2021 TO 1/31/2022**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2021 TO 1/31/2022	TOTAL 07/01/2020 TO 1/31/2021
ALUMNI	\$75,422	\$1,021,769	\$855,332	\$34,200	\$356,412	\$2,343,135	\$3,577,888
FRIENDS	13,354	2,042,316	729,107	25,900	285,284	\$3,095,961	3,438,830
PARENTS	2,340	55,186	16,842	191	53,450	\$128,009	113,804
FOUNDATIONS	4,100	1,719,120	134,285	0	14,550	\$1,872,055	2,716,282
ORGANIZATIONS	42,756	652,935	1,657,946	5,536	4,400	\$2,363,573	4,577,500
BUSINESSES	53,603	753,284	154,150	156,108	946,766	\$2,063,911	3,677,441
GIFT TOTAL	\$191,575	\$6,244,610	\$3,547,662	\$221,935	\$1,660,862	\$11,866,644	\$18,101,745

**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 1/31/2022	TOTAL 07/01/2020 TO 1/31/2021
DEFERRED GIFTS	0	830,000	1,670,000	0	\$ 2,500,000	\$ 2,618,501

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

	NUMBER OF DONORS 7/1/2021 TO 1/31/2022	NUMBER OF DONORS 7/1/2020 TO 1/31/2021
ALUMNI	4,422	4,568
FRIENDS	9,131	8,733
PARENTS	586	793
FOUNDATIONS	42	40
ORGANIZATIONS	214	153
BUSINESSES	608	485
TOTAL	15,003	14,772

**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 January		Running Totals		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 21	5,910	\$149,137	51	\$222,020	5,961	\$371,157	42,994	\$5,735,054	FY 21
	FY 22	6,098	\$135,720	56	\$233,047	6,154	\$368,767	46,527	\$5,372,290	FY 22
Special Campaigns	FY 21	17	\$4,480	3	\$275,500	20	\$279,980	584	\$4,761,061	FY 21
	FY 22	13	\$4,580	2	\$50,511	15	\$55,091	777	\$3,206,518	FY 22
One Time Gifts	FY 21	0	\$0	6	\$1,890,302	6	\$1,890,302	80	\$7,605,630	FY 21
	FY 22	0	\$0	16	\$407,908	16	\$407,908	132	\$3,287,836	FY 22
TOTALS	FY 21	5,927	\$153,617	60	\$2,387,822	5,987	\$2,541,439	43,658	\$18,101,745	FY 21
	FY 22	6,111	\$140,300	74	\$691,466	6,185	\$831,766	47,436	\$11,866,644	FY 22

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2021 TO 12/31/2021**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2021 TO 12/31/2021	TOTAL 07/01/2020 TO 12/31/2020
ALUMNI	\$69,712	\$950,819	\$817,765	\$34,195	\$353,356	\$2,225,847	\$3,196,272
FRIENDS	12,903	1,906,216	716,257	22,980	285,100	\$2,943,456	3,306,762
PARENTS	2,240	50,489	16,457	191	52,950	\$122,327	105,691
FOUNDATIONS	4,000	1,703,350	75,750	0	14,550	\$1,797,650	2,462,391
ORGANIZATIONS	37,006	609,133	1,321,946	5,536	4,400	\$1,978,021	2,890,104
BUSINESSES	52,268	707,636	140,350	156,108	885,432	\$1,941,794	3,599,086
GIFT TOTAL	\$178,129	\$5,927,643	\$3,088,525	\$219,010	\$1,595,788	\$11,009,095	\$15,560,306

*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 12/31/2021	TOTAL 07/01/2020 TO 12/31/2020
DEFERRED GIFTS	0	830,000	1,670,000	0	\$ 2,500,000	\$ 2,538,501

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

	NUMBER OF DONORS 7/1/2021 TO 12/31/2021	NUMBER OF DONORS 7/1/2020 TO 12/31/2020
ALUMNI	4,253	4,280
FRIENDS	8,699	8,197
PARENTS	531	691
FOUNDATIONS	37	39
ORGANIZATIONS	192	133
BUSINESSES	582	457
TOTAL	14,294	13,797

**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 December		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 21	6,993	\$289,173	197	\$2,153,868	7,190	\$2,443,041	37,033	\$5,363,897	FY 21
	FY 22	7,035	\$266,366	203	\$995,133	7,238	\$1,261,499	40,375	\$4,977,740	FY 22
Special Campaigns	FY 21	87	\$6,599	18	\$2,987,466	105	\$2,994,065	564	\$4,481,081	FY 21
	FY 22	56	\$4,176	20	\$1,741,922	76	\$1,746,098	762	\$3,151,427	FY 22
One Time Gifts	FY 21	0	\$0	25	\$249,608	25	\$249,608	74	\$5,715,328	FY 21
	FY 22	0	\$0	50	\$1,892,085	50	\$1,892,085	116	\$2,879,928	FY 22
TOTALS	FY 21	7,080	\$295,772	240	\$5,390,942	7,320	\$5,686,714	37,671	\$15,560,306	FY 21
	FY 22	7,091	\$270,542	273	\$4,629,140	7,364	\$4,899,682	41,253	\$11,009,095	FY 22

MarCom updates since the December 16, 2021 meeting

Virtual Town Halls have returned over the last several months with the MarCom team taking the lead in production and post production to make these sessions readily available to members of campus and interested parties off-campus.

Web Strategy and Development (WSD)

Training is rolling out across the university on the new content management system (CMS) for the university website. 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 implementing 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.

The team has also been very successful over the last several years promoting faculty research and experts to media outlets across the U.S. resulting in successful placements on a regular basis.

Video Marketing (formerly Visual Media)

The team continues work on new high-production-value videos for Mind’s Eye and Student Affairs

They are working with several colleges developing informational videos for use on websites, social media, conferences, etc.

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 are finalizing publications for various colleges and the Foundation.

Photographers are currently finalizing photography for Mind’s Eye and are very busy with coverage of winter/spring athletics and activities on campus.

XV.A.

**RECOMMENDED ACTION: HEERF III Spring 2022 DISTRIBUTION PLAN
RESOLUTION**

WHEREAS, the Federal Department of Higher Education announced on May 11, 2021 the awards for the Higher Education Emergency Relief Funds III;

WHEREAS, the Springfield campus was awarded \$20,758,527 for student aid grants and the West Plains campus was awarded \$1,770,064 for student aid grants;

WHEREAS, the Springfield campus has approximately \$713,000 remaining for student aid grants and the West Plains campus has approximately \$566,000 remaining for student aid grants after providing student aid grants for the Summer and Fall 2021 semesters; and

WHEREAS, University administration for both campuses requests approval to distribute the remaining \$713,000 to Springfield campus students and the remaining \$566,000 to West Plains campus students, including a 5% contingency funded by HEERF III institutional funds, consistent with the methodology set forth in the attachment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the following Emergency Financial Assistance Grant utilization for the West Plains and Springfield campuses be approved.

Carol Silvey
Board Chair

Passed at the meeting of
February 18, 2022

Rowena Stone
Secretary to the Board

Emergency Financial Assistance Grant Summary

Summary and Eligibility

The HEERF III Emergency Financial Assistance Grant is designed to provide financial relief to students for expenses related to the disruptions due to the Coronavirus. Emergency Financial Assistance Grants will be awarded to eligible students in accordance with U.S. Department of Education guidelines. Funds will be disbursed in the approximate amount of \$748,000 for the Springfield campus and \$594,000 for the West Plains campus. Eligible recipients will be identified by the institution and awarded within one of the following grant tiers.

Tier 1: Undergraduate Pell Grant Eligible Students (“Exceptional Need Emergency Assistance Grant”)

The Exceptional Need Emergency Assistance Grant is designed to provide financial relief to our students with exceptional financial need for expenses related to the coronavirus. Exceptional Need Emergency Assistance Grants in the approximate amount of \$188 on the Springfield campus and \$940 on the West Plains campus will be automatically awarded and distributed to students who meet the following criteria:

- Currently enrolled Spring 2022 as an undergraduate student at MSU at Spring 2022 Census (February 22, 2022)

AND

- Have an expected family contribution (EFC) between 0 – 5,846.

Tier 2: Remaining Eligible Domestic Students (West Plains campus only)

The Emergency Assistance Grant is designed to provide financial relief to our currently enrolled domestic students for expenses related to the coronavirus. Emergency Assistance Grants in the approximate amount of \$660 on the West Plains Campus will be automatically awarded and distributed to students who meet the following criteria:

- Currently enrolled Spring 2022 as an undergraduate at MSU West Plains campus at Spring 2022 Census (February 22, 2022),

AND

- Has not been awarded an “Exceptional Need Emergency Assistance Grant”

XVI.

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