



**Board of Governors' Meeting**  
<https://us02web.zoom.us/j/85285659398>  
Friday, 8/7/2020  
8:30 AM - 3:00 PM CT

**I. Roll Call Presented By: Governor Craig Frazier**

**II. Approval of Minutes Presented By: Governor Craig Frazier**

*Minutes of the June 18 & 19, 2020 Missouri State University Board of Governors' Meeting - Page 4*

**III. Consent Agenda Presented By: Governor Craig Frazier**

**A. President**

**1. Approval of FY2020/2021 Employment Agreements for Assistant Coaches and Administrators**

*III.A.1. Approval of FY2020.2021 Employment Agreements for Assistant Coaches and Administrators - Page 20*

**B. West Plains Campus**

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

*III.B.1. Approval of Actions Concerning Academic Employees WP - Page 29*

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

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

**3. Approval of Proposed Revisions to the Faculty Handbook**

*III.B.3. Approval of Proposed Revisions to the West Plains Faculty Handbook - Page 33*

**C. Procurement and Financial**

**1. Approval of Procurement Activity Report**

*III.C.1. Approval of Procurement Activity Report - Page 35*

**D. Facilities and Equipment**

**1. Approval of Activity Report for the Month of June 2020**

*III.D.1. Approval of Activity Report for the Month of June 2020 - Page 39*

**2. Approval of an Intergovernmental Agreement Regarding Law Enforcement Services with Missouri State University for Fiscal Year 2021**

*III.D.2. Approval of an Intergovernmental Agreement Regarding Law Enforcement Services with Missouri State University for Fiscal Year 2021 - Page 41*

**E. Human Resources**

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

*III.E.1. Approval of Actions Concerning Academic Employees - Page 51*

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

*III.E.2. Approval of Actions Concerning NonAcademic Employees - Page 67*

**3. Approval of Employees placed on 2/3 pay**

*III.E.3. Approval of Employees placed on 2-3 pay - Page 73*

**IV. President's Report Presented By: President Clif Smart**

**A. Introduction of Dr. Dennis Lancaster, Interim Chancellor of West Plains Campus**

**V. Report on Reopening Plans**

**A. Springfield Campus Presented By: President Clif Smart and Mr. Kyle Moats, Director of Athletics**

◆ **Approval of Short-Term Housing Services**

**1. Return to Campus Guide**

## **2. Approval of COVID-19 Masking Policy**

### **a Masking Policy Option 1**

V.A.2.a. COVID-19 Masking Policy - Option 1 - Page 75

### **b Masking Policy Option 2**

V.A.2.b. COVID-19 Masking Policy - Option 2 - Page 78

### **c Approval of COVID-19 Masking Policy**

#### **◆ Option 1**

V.A.2.c. Approval of COVID-19 Masking Policy - Option 1 - Page 81

#### **◆ Option 2**

V.A.2.c. Approval of COVID-19 Masking Policy - Option 2 - Page 83

## **3. Approval of Testing Policy**

V.A.3. Approval of COVID-19 Testing Policy - Page 85

## **4. Athletics Update**

### **B. West Plains Campus Presented By: Dr. Dennis Lancaster**

#### **1. Return to Campus Guide**

<https://wp.missouristate.edu/Coronavirus/guide-returning-to-campus.htm>  
V.B.1. Return to Campus Guide - West Plains.docx - Page 88

### **VI. Enrollment and Budget Updates (Springfield and West Plains Campuses) Presented By: President Clif Smart, Dr. Dennis Lancaster, Dr. Rob Hornberger, Associate Vice President for Enrollment Management and Services, & Mr. Steve Foucart, Chief Financial Officer**

#### **VII. Old Business**

**A. IDEA Commons Project Update Presented By: Dr. Jim Baker, Vice President for Research and Economic Development and Interntional Programs**

**B. Onward, Upward Campaign Update Presented By: Mr. Brent Dunn, Vice President for University Advancement**

**C. Missouri Bi-Centennial Update Presented By: Mr. Brent Dunn**  
VII.C. Missouri Bi-Centennial Update - Page 89

#### **VIII. New Business**

**A. Foundation Year-End Report Presented By: Mr. Brent Dunn**  
VIII.A. Foundation Year-End Report FY2020 - Page 90

**B. Office of Research Year-End Report Presented By: Dr. Jim Baker**  
VIII.B. FY2020 Year End Research Report Final - Page 92

**C. Approval of Replacement Policies G1.31 Discrimination on the Basis of a Protected Class and Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy Presented By: Ms. Rachael Dockery, General Counsel and Chief Compliance Officer**  
VIII.C. Approval of Replacement Policies G1.31 Discrimination on the Basis of a Protected Class and Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy - Page 99

**D. Approval of Amendments to the Employee Handbook for Administrative, Professional and Support Staff employees and related policies Presented By: Mr. Matt Morris, Vice President for Administrative Services**  
VIII.D. Approval of Amendments to the Employee Handbook for Administrative, Professional and Support Staff employees and related policies - Page 126

**E. Discussion of 2021 Board of Governors' Officers Presented By: Governor Craig Frazier**

**F. Other Procedural Issues Presented By: Governor Craig Frazier**

**G. Discussion of Rescheduling Board of Governors' Retreat Presented By: President Clif Smart**

### **IX. 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**

IX. Closed Meeting Resolution - Page 151

**A. Litigation Report Presented By: Ms. Rachael Dockery**

**B. President's Evaluation Presented By: Governor Craig Frazier**

**X. Adjournment**

**MINUTES OF THE BOARD OF GOVERNORS’  
MISSOURI STATE UNIVERSITY  
JUNE 18 & 19, 2020, 2:00 P.M.**

<https://missouristate.zoom.us/j/93215171205>

**Roll Call**

Present – Mr. Craig Frazier, Chair  
Ms. Amelia “Amy” Counts, Governor  
Mr. Gabriel Gore, Governor  
Ms. Beverly Miller Keltner, Governor  
Ms. Lynn Parman, Governor  
Ms. Carol Silvey, Governor  
Ms. Carrie Tergin, Governor  
Mr. Jay Wasson, Governor  
Mr. Chris Waters, Governor  
Mr. William Miller, Student Governor

Also present – Clifton M. Smart III, President  
Jim Baker, Vice President for Research and Economic Development & International Programs  
Donna Christian, Director of Internal Audit and Risk Management  
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  
David Hough, Dean of the College of Education  
Shirley Lawler, Chancellor of the West Plains Campus  
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  
Dee Siscoe, Vice President for Student Affairs  
Rowena Stone, Secretary of the Board

1. **Presiding** – The presiding officer for the meeting was Mr. Craig Frazier, Chair of the Board of Governors. He called the meeting to order at 2:08 p.m. via Zoom webinar.
2. **Approval of Minutes** – Mr. Frazier mentioned that the first order of business was the approval of minutes for the open and closed meetings that took place on May 14 and 15, 2020. Ms. Carrie Tergin so moved, receiving a second from Ms. Beverly Miller Keltner.

Motion passed 9-0.

3. **Consent Agenda** – Mr. Frazier noted that the next item of business was the approval of the Consent Agenda with corrections to page 98 of the Human Resources report concerning academic employees. Corrections approved were the deletion of two names from the report. Items included in the Consent Agenda:

President

Approval of FY2020-2021 Employment Agreements for Athletics Administrators (Human Resources No. 1647-20)

Approval of FY2020-2021 Employment Agreements for Athletics Head Coaches (Human Resources No. 1648-20)

Approval of FY2020-2021 Employment Agreements for Assistant Coaches (Human Resources No. 1649-20)

West Plains Campus

Approval of Actions Concerning Academic Employees (West Plains Campus Personnel No. 450-20)

Approval of Actions Concerning Non-Academic Employees (West Plains Campus Personnel No. 451-20)

Approval of New Program for Associate of Applied Science in Business – Human Resources Option (West Plains Campus Curriculum No. 101-20)

Approval of New Program for Associate of Applied Science in Technology – Advanced Fabrication Technology Option (West Plains Campus Curriculum No. 102-20)

Approval of New Program for Associate of Science in Computer Science (West Plains Campus Curriculum No. 103-20)

Human Resources

Approval of Actions Concerning Academic Employees (Human Resources No. 1650-20)

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1651-20)

Approval of Employees placed on 2/3 Pay (Human Resources No. 1652-20)

Approval of FY21 Additional Fringe Benefits to be Funded by Missouri State University or the Missouri State University Foundation (Human Resources No. 1653-20)

Ms. Carol Silvey made a motion to approve the Consent Agenda, receiving a second from Ms. Amy Counts.

Motion passed 9-0.

**4. Report on Coronavirus-related events, issues, and decisions**

- a. President Smart provided an update on the Phase IV: Recovery and Reopening Plans for the Springfield campus. Last month he announced that seated and virtual SOAR sessions would begin on July 6 and that for the fall semester, seated classes would occur, and students would be living in the residence halls. He shared that on May 5, employees were notified that faculty and staff would gradually return to work beginning May 18, with the plan of most staff being back on campus by the start of SOAR. President Smart also reported on a return-to-campus and travel policy that sets the framework for employees to safely return to campus. The policy instructs employees to take appropriate health precautions when returning to campus for work, prohibits employees from coming to campus if they have tested positive for coronavirus, have unexplained coronavirus symptoms, or have been in close contact with someone who has coronavirus, and allows domestic travel but requires testing protocols before returning to campus after international travel.

President Smart then highlighted plans for the summer semester. Plans included the creation of a matrix to be used to determine when to reopen buildings throughout campus, the installation of plexiglass shields throughout campus where there is close, frequent contact between individuals, and the development of cleaning and sanitizing guidelines with an increased focus on public, high-touch spaces to be cleaned more frequently and with hospital grade disinfectants and for classrooms to be cleaned three times a day. President Smart shared that recruitment activities would resume with campus tours occurring in small groups with social distancing precautions in place. He shared that SOAR sessions would be one day instead of the traditional two, allowing four sessions each week. In total, there will be 14 on-campus and 8 online sessions with 110 students at each session. The on-campus sessions were filled within 72 hours of open registration. SOAR cohorts will be divided into two groups, allowing for social distancing, and masks and hand sanitizer will be provided. He shared that SOAR leaders will move into Hammons House on June 26 for training through July 2. Each leader will have their own room for the summer. Lastly, he shared that the campus bookstore will also open on July 6.

President Smart then shared plans for academics during the summer. All summer classes were moved online, and the university is up in both credit hours and number of students. Research labs and campus clinics have opened with limitations. He reported that some field studies have been authorized based on their location, conditions, and number of participants.

He then highlighted summer plans for athletics. Student athletes began their return to campus on June 1 for training. He previously approved a policy that sets out the safety precautions that student athletes and staff will take throughout the summer to mitigate the

spread of the virus. Student athletes will be tested as they return to campus and there have been zero positive results to date.

President Smart shared information on the events guidelines he approved on June 1. The guidelines state that all events have been canceled for June and implements social distancing, size and space restrictions for university events beginning in July. The guidelines require all events to be centrally approved after assessing risks through a standardized matrix.

He concluded his report on summer reopening plans by sharing information about the virtual town hall meeting held on May 20 for faculty and staff. More than 1,100 members of the university community participated in the meeting, asking more than 300 questions. During the event, the participants were polled with several questions.

- Employees were asked if they were concerned for their safety as they return to work. One-third of respondents indicated that they were very concerned, and two-thirds indicated that they were slightly concerned, not concerned, or neutral.
- Employees were asked for input on the university's pace for reopening campus. More than 80% of respondents indicated that they thought the university was maintaining a reasonable pace for reopening campus.
- Employees were asked how helpful the university's communications about the coronavirus had been. Around 80% of respondents indicated that the correct amount of information had been provided.
- Employees were asked for feedback on support for particular health precautions when campus reopens. Responses demonstrated support for social distancing, masks in designated locations, safety training, and random testing.
- Employees were asked whether they preferred a furlough or layoff option. Over 87% of respondents indicated they preferred a furlough option.

He stated that another town hall meeting is scheduled for Thursday, July 9, with the primary focus being on budget and personnel decisions.

President Smart then highlighted plans for the fall semester. He shared that in May, a communication was sent to students to let them know what to expect in the fall. The communication informed students that 3,500 sections of classes would be seated and 920 would be online and that social distancing will be encouraged by holding more classes in large classrooms, increasing the use of blended classes, and spreading out classes more evenly throughout the day. President Smart reported that since sending out the communication, the university has received a lot of feedback from students. Feedback ranged from concerns about particular classes being moved online to questions about what the campus experience will be like in the fall.

He highlighted that it has become apparent that students want to be on campus with a traditional college experience in the fall. As a result, the university will implement appropriate safety precautions to protect the entire campus community. He shared that he thinks it is important that the university works to make the campus experience be as close to normal as possible. He recognizes that this is a challenge, but the university wants to

provide a good college experience for students while taking precautions to keep its employees safe and prevent the spread of the virus.

President Smart shared that the fall will begin with residence hall move in with a staged, centralized check in process for students. To facilitate social distancing, students will have choices for move in dates and times to allow approximately 400 students to move in per day with the goal of moving 10 residents in each hall each hour. He added that students will have the option to select a private room and no students will be assigned to Kentwood Hall which will be reserved for isolation or quarantine as needed throughout the semester. With students moving in as early as Sunday, August 9, the campus is planning small, frequent activities before classes start on August 17 to create a sense of belonging for students both on and off campus. Some traditional welcome weekend activities will still be held but in a modified format.

He commented that dining halls will be opening August 9 and that Chartwells is still developing protocols for capacity limits and best practices for serving food and beverages. He shared that dining options in Plaster Student Union will be modified with increased efforts to help with line queues and social distancing precautions.

Additional highlights of his report included creating a manual that will outline all of the plans which will be available online when SOAR begins, updates to Blackboard, adjustments to information technology staffing, and implementing new equipment, software, and information security tools to support remote study and work. He shared that the university will continue to work on the structure for commencement ceremonies in October and December.

President Smart then discussed masking and testing. He shared that David Hall, Director of University Safety, and his team are working on safety trainings and a work group has been formed to develop the university's testing policy. Based on the recommendations from the work group, President Smart shared that he approved the purchase of \$126,000 for COVID-19 tests. This will provide the university with enough supply to test members of the campus community who have the highest risk of exposing others to the virus. He shared that the plan is to test all student athletes and international travelers with random samples for band and choir students and students living in the residence halls. President Smart commented that the hope is to be reimbursed for the tests through the county, state, or federal government. If additional funding becomes available, more testing could be done and random testing for faculty, staff, and students could be implemented.

President Smart then called upon Mr. Hall who shared information on how the work group has used statistical data to identify individuals who may be in a higher risk group for carrying the virus and what measures can be taken to mitigate the spread of the virus.

President Smart shared that Mr. Hall is also leading a work group to develop a mask policy for the fall. The work group is taking several factors into account that includes research verifying that masks help prevent the spread of the coronavirus, requests from faculty and staff for students and others to wear masks in classrooms and offices, comments from



students and the public who do not want to be required to wear a masks everywhere on campus, and various other factors. The goal of the work group is to create a balanced policy that welcomes people to campus that is still enforceable. The university is collaborating with other higher education institutions in the Springfield area to develop consistent policies. President Smart shared that the goal is to present the Board with a testing policy and masking policy in August for approval.

President Smart then discussed personnel decisions. He explained that the budget to be voted on later in the meeting anticipates a \$16.4 million in lost revenue between state funding cuts and an enrollment decline. He shared that the university was able to budget for these revenue losses without additional layoffs or pay cuts. The exact state funding cut is anticipated to be released on July 1, but the university will not have a number on enrollment until August 1.

He explained that if more expenses must be cut early in the fiscal year, payroll may need to be reduced. President Smart shared that during the town hall meeting many employees had questions as to how a furlough would work. To answer these questions, a work group was created to begin developing a furlough policy that could be implemented if it became necessary. He called upon Ryan DeBoef, Chief of Staff, who is leading the group to share their progress.

Mr. DeBoef shared that the work group included representatives from administration, faculty senate, staff senate, and various offices throughout campus. The group developed a creative approach that is supported by the executive budget committee and administrative council. The concept is to combine temporary pay cuts with a series of days in which the university would be closed. Benefits of this setup are that employees would more likely be able to use their time off. It also spreads the pay cuts out evenly over all pay periods and fits better within the university's payroll system. Mr. DeBoef then provided highlights of the proposed policy. If approved, the policy would only be implemented if necessary after more is known about the FY2021 revenue losses. The policy also has the flexibility to be terminated if revenue rebounds. He then outlined the section regarding temporary pay cuts which had three options. Under the first option, employees making between \$40,000 and \$100,000 would have their pay reduced by 2.5%. Employees making over \$100,000 would have their pay reduced by 5%. This option would save the university \$3.1 million. The second and third options were also reviewed. These options are similar with differences to the bottom threshold for the 2.5% pay cut by \$5,000 and \$10,000, resulting in less cost savings for the university. The policy also modifies the staff holiday calendar by giving staff days off during Fall Break, the Monday and Tuesday before Thanksgiving, and the first two days after winter break. Mr. DeBoef shared that feedback received, particularly from faculty, indicating that there is a preference to take a temporary pay cut without losing days of instruction during the semester. The reasoning behind this is that adjusting the curriculum to eliminate certain topics or to cover more topics in a shorter period of time proves to be difficult. Mr. DeBoef shared that faculty and staff will be asked for additional feedback at the next town hall meeting as to whether they prefer the calendar adjustments or to take the pay cuts without calendar adjustments.

President Smart then asked the Board for their feedback on the policy, explaining that there is additional work to be done before it is finalized. He also stated that no pay reduction or furlough option would be implemented without Board approval. Board members were complimentary of the work completed and in favor of the approach taken by the work group.

Dr. Shirley Lawler, Chancellor of the West Plains Campus, provided a report on the recovery and reopening plans for West Plains campus. She shared that many of the guidelines for West Plains has mirrored those set by the Springfield campus. The West Plains campus began to return to work on May 18 with frontline supervisors returning on May 26. A town hall meeting was held on May 20 and checklists were provided to faculty and staff so that all employees were informed of changes and policies in place for the return of most staff on June 1.

Dr. Lawler shared that summer school began completely online June 8, and enrollment numbers are down 6%. She highlighted that the Grizz Care call team is continuing to work with students. On June 10 another town hall meeting was held in which President Smart provided updates on the university's plans in response to COVID-19 and budget issues. Spring Commencement was moved to August 8 and staff has met with the Howell County Health Department to work on details for the event. Lastly, she reported that the first STAR sessions are scheduled to start July 8. West Plains will be offering seated, online, and hybrid classes for students in the fall to meet students needs while remaining safe.

- b. President Smart then presented an overview of policies to be ratified by the Board. He added the Return-to-Campus and Travel Policy and the Intercollegiate Athletics Re-entry Policy were discussed during his initial report and that the additional policies include the Extension of Vacation Accrual Policy and the CARES Act Financial Distribution Process Policy. He shared that the vacation accrual policy was created as a result of the town hall meeting. Under current policies, employees are only allowed to accrue two years' worth of vacation leave. For those who receive the most leave possible under university policies, they can accrue a maximum of 320 hours of vacation leave. On June 30, all employees who have accrued too much leave lose their extra leave. Because of the pandemic, it became very difficult for many employees to use their vacation leave this spring, so a temporary policy was created to give employees another year to use their leave.

He then summarized the policy for distribution of student funds under the CARES Act. Under Phase 1, the university distributed \$250 to all students with an estimated family contribution of \$12,000 or less. Under Phase 2, the university distributed \$1,000 to Title IV eligible students who applied for funds. After these funds were distributed, there was \$1.7 million remaining, and the university is in the final stages of making calculations to distribute these funds. He shared that in Springfield, 2,536 students living in university housing in spring 2020 will each receive \$674 which will spend down all \$1,715,087 of the remaining funds. The university will contribute \$1,377 from the institutional allocation of the CARES funds to round off the award to the \$674 amount. He shared that in West Plains, 776 students who received funding under the first two phases will receive \$188

each. This will spend down all \$145,833 of the remaining funds and the university will contribute \$55 from the intuitional allocation of the CARES funds to round off the award to the \$188 amount.

Mr. Frazier recommended the ratification of the Temporary COVID-19 Policies (Miscellaneous No. 38-20) that include the Return-to-Campus and Travel Policy, Athletics Re-Entry Policy, COVID-19 Vacation Accrual Policy, and CARES Act Financial Distribution Process Policy. Ms. Lynn Parman made a motion, receiving a second from Ms. Counts.

Motion passed 9-0.

- c. President Smart then presented an overview of the directives implemented as part of the Phase IV. He shared that he discussed the cleaning and disinfecting guidelines and the events guidelines as part of his initial report. He then shared an overview of the Employee Wellness Incentive Program – Flu Shot Option. The employee wellness plan allows employees to take some action each fall to save \$30 per month on their health insurance premiums. Most years this has involved completing a biometric screening or a health questionnaire. He stated that this fall, employees will have the option to save the \$30 per month by getting a flu shot prior to December 1. The flu shot is free to university employees.

## 5. Budget Update

- a. President Smart provided an update on the events since the last Board meeting. He shared that on June 1, Governor Parson made a second withholding of almost \$4.3 million, bringing the total withhold to almost \$12 million dollars for the year. This equated to over a \$3.8 million deduction from the Springfield operating budget and around a \$300,000 hit to the West Plains operating budget along with some other smaller fund reductions. These withholds further depleted university reserves on both campuses. The university is now anticipating having between \$54-55 million in reserves at the end of this fiscal year which started at \$63 million. President Smart shared that the university did achieve more savings in expenses than anticipated at the last meeting. He then called upon Steve Foucart, Chief Financial Officer, to discuss the FY2020 numbers in more detail.

Mr. Foucart discussed the FY2020 year-to-date financial review through April 2020 for both the Springfield and West Plains campuses. He noted that the university is tracking well overall with a strong financial position. Governor Frazier commended the university on preserving assets during the current uncertain times.

- b. President Smart then provided an update on the planning for the FY21 budget. He shared that at the last Board meeting, options were presented on funding reductions at the \$10 and \$20 million amounts and discussion was held on how much reserves could and should be used to help bridge the gap in this unusual year. He explained that a Springfield budget which reduces funding by almost \$16.4 million would be presented later today. President Smart stated that the proposed budget has no pay reductions, furloughs, or layoffs. He

added that these measures would only be used as a last resort as he recognizes they would significantly impact morale.

President Smart shared that the budget assumes a \$9.25 million reduction in state appropriations and a reduction of 1,500 students. The budget comes with the unanimous recommendation of the executive budget committee which is composed of faculty representatives from each college, the leadership of all constituencies, and key administrators. He shared that the university's summer school numbers are better than last year in both enrollment and credit hours, graduate student numbers for the fall are up by 318 students, and while housing, continuing and new undergraduate numbers are down from last year, they continue to improve each week. He stated that the expected enrollment decline is smaller than what many other universities are expecting as fewer students are planning to attend college.

President Smart shared that he believes there is a need to keep reserves in reserve if the state appropriations decrease is greater than the amount predicted. He recommends no more than \$4 million dollars of reserves be incorporated into the budget at this time. He then called upon Mr. Foucart to go through the FY21 budgets in more detail.

Mr. Foucart reviewed the Springfield and West Plains campus summary sheets and provided an in-depth review of the FY2021 internal operating budget. Mr. Frazier recommended approval of the resolution for the FY2021 Internal Operating Budget (Finance No.1088-20). Ms. Parman made a motion, Mr. Chris Waters provided a second.

Motion passed 9-0.

6. **Human Resources** – Mr. Matt Morris, Vice President for Administrative Services, provided an update on the university's medical plan. Mr. Morris shared that during calendar year 2019, a new plan benefit design was implemented, and contracts were modified. Missouri State University has a self-insured medical plan and medical expenses increased more than 36% from FY14 to FY18 causing a \$4 million shortfall. The university subsidize the shortfall with \$1.5 million in central funds and found savings with \$1.5 million in changes to the medical plan and/or employee premiums, and \$1 million in contract negotiations with healthcare providers. Changes to the medical plan included providing employees with base plan and buy-up plan options, covering 100% of preventative benefits, and adding a co-pay model. He shared that input was received from Staff Senate, Faculty Senate, and from the campus community via a town hall meeting. Suggestions were incorporated into the plan. Mr. Morris reviewed utilization numbers of the medical plan that shows 48% of employees selected the base plan, 52% selected the buy-up plan, and 85% of employees participated in biometric screens as part of the wellness incentive program. He shared that the university saved \$2,751,462 in 2019 with the changes implemented. He concluded his report by sharing information for the medical plan in 2020 that includes no premium increases, the average number of employees on the plan, and the wellness incentive program options.

Mr. Frazier called for a recess of the meeting at 4:56 p.m. with the plan to reconvene the following morning at 9:30 a.m. Mr. Gabriel Gore so moved to recess the meeting, receiving a second of Ms. Counts and the unanimous approval of the Board.

Mr. Frazier reconvened the meeting at 9:32 a.m. on June 19, 2020, via Zoom webinar on the motion of Ms. Silvey and second of Ms. Counts. Governors present included Mr. Frazier, Ms. Counts, Ms. Miller Keltner, Ms. Parman, Ms. Silvey, Mr. Wasson, and Mr. Waters.

Motion passed 7-0.

Mr. Frazier made a modification to the order of items on the agenda at this time, calling upon Dr. Frank Einhellig, Provost, to provide a report on Academic Affairs.

## **7. Academic Affairs**

- a. Dr. Einhellig discussed recommended revisions to the Springfield faculty handbook sections 8.2 Disability Accommodation and Accessibility, 4.5.1.1. Teaching Loads, Glossary, and Appendix A. He shared that the he, President Smart, and Faculty Senate, are all in agreement of these revisions. Mr. Frazier asked for a motion to approve the proposed revisions to the Faculty Handbook (Faculty Policy No. 140-20). Ms. Miller Keltner so moved, receiving a second from Ms. Parman.

Motion passed 7-0.

- b. Dr. Einhellig then provided an update on summer school enrollment. He shared that summer enrollment is up 5% in credit hours and 2% in headcount with 95% of courses being online. He highlighted that graduate programs are up over 7% in both credit hours and headcount, and the university is up in new transfer, non-degree seeking, and pre-college students.
- c. Dr. Einhellig shared information on adjustments made to fall 2020 classes, technology enhancements, and professional development opportunities for faculty. He commented that the university was successful in transitioning spring classes to online formats in a short amount of time. He stated that efforts are being made to help prepare faculty for the fall semester through trainings and peer mentoring. Other changes to classes include additional online sections of courses and an increase in the number of blended courses offered. He reported that 80 additional classrooms with Zoom capabilities with 23 of these rooms utilizing tracking cameras to follow faculty to the whiteboards. Trainings will be available to faculty to learn how they can better utilize these technologies in the classroom.
- d. He then reported on collaboration efforts with community colleges to offer four-year degrees. He shared that in the state of Missouri, a community college may offer a four-year degree under certain circumstances, but the Missouri Department of Higher Education encourages these community colleges to partner with a four-year institution. The university is currently working with St. Charles Community College Community College and Ozarks Technical Community College in providing degrees that meet the circumstances.

Dr. Einhellig also shared that Missouri Western is dropping a number of degree programs and contacted Missouri State University to partner with them to teach out their students in these programs. An agreement was signed yesterday to do so.

- e. Dr. Einhellig shared that since the last Board meeting, the university has been fully accredited for the next seven years with the Council for the Accreditation of Educator Preparation (CAEP). As with most accreditations, there are yearly reports that must be completed and Dr. Einhellig commended his team in working on providing the reports and earning this designation. He called upon Dr. David Hough, Dean of the College of Education, Dr. Barri Tinkler, Associate Dean of the College of Education, and Dr. Chris Craig, Deputy Provost, to discuss future directions

Dr. Hough shared that there are 72 professional education programs across six colleges at Missouri State University. There are approximately 2,300 colleges and universities that offer programs that prepare professional educators that must have their programs approved by their state's Department of Education. Many of these institutions also seek accreditation for specific programs. He shared that a few of these institutions seek more certification, of the 2,300, 341 seek a national accreditation. Dr. Hough provided a brief history of CAEP and its relationship with the university. He recommended that the university discontinues its affiliation with CAEP due to their constantly changing standards, the amount of resources used to apply for and maintain accreditation, and lack of rigor in the review process and procedures.

Dr. Tinkler added that there is a growing trend of institutions pulling out of CAEP that since 2018, 129 institutions have withdrawn from CAEP. Dr. Tinkler reported that input was solicited across the Educator Preparation Provider (EPP) Council and leadership council of the College of Education which both unanimously voted to withdraw from CAEP. Faculty from across the programs were surveyed about withdrawing from CAEP. Of the 26 responses received, 23 selected to withdraw and 3 selected to maybe withdraw. She shared that the university is not required to have accreditation with CAEP and that withdrawing does not impact state reciprocity for teacher certification. She added that Missouri State University is accredited by the Missouri Department of Elementary and Secondary Education (DESE).

Dr. Tinkler added that withdrawing from CAEP would save resources as CAEP process is a huge scope of work. She shared ideas on what could be done in lieu of CAEP accreditation which included assessing programs internally in addition to meeting state requirements, supporting faculty in research, and redirecting time and resources to work being done to better support schools and the community to support initiatives around equity and inclusion.

President Smart commented that the university did not want to withdraw from a national accreditation without Board input. He also thought it was important to achieve the latest accreditation rather than withdrawing from the organization prior to the decision being made.

Dr. Craig shared he is in complete support of Dr. Hough's recommendation and the efforts mentioned by Dr. Tinkler. He commented that as head of the EPP, he thought it was very important to solicit input from across of the academic colleges that are part of the education

program and all agreed that now is the right time to make this decision due to the current environment.

Mr. Frazier solicited feedback from the Board. Board members were in support of the recommendation to withdraw from CAEP. President Smart added that the university is still accredited with the Higher Learning Commission and the College of Education will remain accredited by DESE. He added that by withdrawing from CAEP, the university will save a tremendous amount of resources.

Governors Gore and Tergin joined the meeting at this time.

- 8. President's Report** – President Smart provided a university climate update as part of his report. He stated that there has been significant turmoil across America and the world due to recent national and local events. He shared that the issues came to the university shortly after the death of George Floyd. Many students of color shared examples of racism and mistreatment they experienced at the university on social media. He commented that while many do not want to believe that these types of things happen on our campus, these experiences are true. President Smart stated that while we are not the only university hearing these stories and even though Missouri State does better on average on inclusivity when compared to the other universities surveyed, there is still more to do to ensure that all of our students have a positive experience on campus.

He added that the recent events have significantly impacted many faculty and staff, particularly those of color. Their experiences are not universally positive either and they continue to work on behalf of the students who experience acts of prejudice on campus and in the community. The university officially responded to both the national and local events in two statements, condemning racism in all its forms. President Smart stated that black students should not have a worse experience than white students in college and that concrete actions are necessary if the university is to continue to make progress in defeating racism on campus and in the community.

He shared that he believes there is an opportunity to make real progress as the university community is concerned over what they have learned has been happening on campus. As a result, the university is working on expanding work for racial equality and cultural competence within academics, student affairs, athletics, and the university as a whole. Dr. Michele Smith, Dean of Students, is leading the charge on the student affairs side. Dr. Chris Craig, Deputy Provost, is leading the work on the academic side. Kyle Moats, Director of Intercollegiate Athletics, has already rolled out a plan for his unit. Wes Pratt, Chief Diversity Office, is coordinating all of the university efforts as well as much of the work going on in the community.

President Smart then shared information on potential initiatives that include:

- the creation of a Facing Racism Institute
- directing the entire administrative and academic leadership teams to participate in Facing Racism training
- creating an inclusive excellence leadership academy for student leaders and provide SOAR leaders, resident assistants and other student employees with inclusive excellence training
- creating cultural consciousness educational opportunities for incoming students in the residence halls, GEP 101 classes, Public Affairs Conference, and other areas of campus

- expanding cultural consciousness training for faculty, staff, and department heads
- begin a diverse faculty mentoring program
- implementing an athletics department diversity education initiative
- reviewing university policies to ensure they align with university values
- continuing to emphasize improving retention and graduation rates of underrepresented students and increasing recruitment and retention of underrepresented faculty and staff

He then called upon Mr. Pratt to discuss the first two initiatives and invited Dr. Smith, Dr. Craig, and Mr. Moats to join the conversation.

Mr. Pratt shared information on the creation of a Facing Racism Institute at the university and training opportunities being created for faculty, staff, and administrators. He highlighted that the Facing Racism Institute originated from a 2009 trip the Springfield Chamber of Commerce took to Grand Rapids, Michigan who had a similar program. In 2010, the Springfield Chamber established the Facing Racism Institute. In 2016, Missouri State University began sponsoring and facilitating the facing racism sessions. The Springfield Chamber still co-sponsors the program with our division. He added that as part of the annual Collaborative Diversity Conference, a one-day facing racism workshop for attendees is offered and to date, over 300 business leaders from the Springfield area have attended.

Mr. Pratt shared that during this past academic year, the division and the facing racism team engaged in facing racism professional development for every principal, director, and administrator in the Springfield Public School District. Currently, the team is developing a program for all teachers, counselor, and staff.

He discussed how the team will be developing a more fully creative facing racism institute that will not only assist campus stakeholders but will continue to provide professional development for community members and promote cultural consciousness through awareness, knowledge, and the skill development to negotiate the cultural differences in a global society and a global economy. He shared the plans to develop a trainer-to-trainer model to expand and enhance cultural consciousness community wide, to continue efforts to emphasize promoting antiracism by all faculty, staff, and students. These goals are consistent with the university's Public Affairs Mission as well as one of the core values of inclusive excellence. Inclusive excellence is the recognition that an institution's or community's success is dependent on how well it values, engages, and includes the rich diversity of students, staff, faculty, administrator, and alumni constituents as well university stakeholders.

Dr. Craig shared that all hands are on deck by the faculty. He shared efforts that include adding curriculum in GEP 101 courses on antiracism, providing trainings for faculty, incorporating components into the Public Affairs Conference.

Dr. Smith shared information on how the Division of Student Affairs plans to create a welcoming campus climate that is aware, knowledgeable, and culturally conscious with the goal of students becoming culturally competent by acquiring the skills necessary to affectively negotiate and navigate cross cultural differences in the places where we live, learn, and work. Efforts include developing the student diversity leadership program and that will include best practices and trends and utilize peer to peer training. Dr. Smith shared that continual growth through intentional work is



the goal for the students in this program. At the end of the program, the students will earn a certificate. Students, faculty, and staff will all be involved to help to change the narrative and how we can resolve issues on campus, in the community, and nationally.

Mr. Moats highlighted efforts being made within Intercollegiate Athletics. On June 4, it was announced about a department wide educational initiative that values inclusion, diversity, tolerance, and social responsibility. The plan called for three initial steps to begin immediately, with the goal to expand in future years after annual evaluation. The initial steps included required annual diversity and sensitivity training for all athletic department employees and student athletes, the development of community engagement programs to increase Missouri State student athlete involvement in local schools and youth sports programs, and the establishment of a formal procedure for student athletes and staff to report discriminatory behavior of any kind while utilizing existing campus resources needed to advise students who experienced discrimination.

President Smart shared that working with an action plan specific for the next year that will include a focus on antiracism issues. He mentioned that there will also be a collaborative, coordinated effort on the West Plains campus as well.

9. **West Plains Campus** – Dr. Shirley Lawler, Chancellor of the West Plains Campus, shared an update on the West Plains Campus. She shared that it has been a good academic year in which 255 students earned an associate degree on campus and 62 students finished up undergraduate and graduate degrees on campus via the outreach site. She shared that programs continued to flourish, grants were received, and student teams competed at the state events. She commended faculty and staff for working with hospital centers to donate items to help aid during the pandemic. She shared that although summer enrollment is down, numbers for new students is up 10%. Additional highlights of her report included trainings being held for faculty and staff and the addition of more than 40 Zoom cameras to classrooms.

Dr. Lawler then shared with the Board her decision to resign from her position as Chancellor of the West Plains Campus for personal reasons at the end of the academic year. She commented that she has enjoyed her time and is confident that a smooth transition can be made with the leadership on the West Plains campus.

Dr. Lawler then presented a resolution for the approval of an honorary associate of applied science degree to Mark B. Collins (West Plains Award 10-20). Mr. Collins was selected by the Honorary Degree Selection Committee to recognize his many years of service and dedication to the university and Howell County making it a better place to live. Ms. Silvey so moved the approval, receiving a second from Ms. Counts.

Motion passed 9-0.

10. **Facilities** – Mr. Morris requested approval of consultant and authority to enter into an agreement for professional services in conjunction with the renovation of the Professional Building (Architects and Engineers No. 721-20). This project will be paid from the Professional Building Renovation budget funded by private donations at a fixed fee of \$324,000. Ms. Miller Keltner so moved, Ms. Counts seconded.

Motion passed 9-0.

- 11. Financial** – Mr. Foucart recommended approval of the Procurement Activity Report (Purchasing Activity Report No. 490-20) with corrections. The report included the approval of a contract for the printing and mailing of the alumni magazine, amendments to the ESPN3 Telecast contract for Intercollegiate Athletics, contract renewals for periodicals for Meyer Library, a contract for upgrades to the telephone system with maintenance support for the university, and approval of payment for the buildings and contents insurance premium and services for all campuses. Corrections to the report included a decrease approval amount paid to ESPN from \$385,000 to \$335,000 (estimated). Moved and seconded, respectively, by Ms. Parman and Ms. Tergin.

Motion passed 9-0.

Mr. Foucart then shared information on items that had been approved within the authority of the President. Items purchased included electronic databases for university libraries, equipment for the Jordan Valley Innovation Center, National Public Radio program fees, and the purchase of custodial chemicals and equipment.

Mr. Brent Dunn, Vice President for University Advancement, presented a resolution for approval for the naming the Judith Enyeart Reynolds College of Arts and Letters and Judith Enyeart Reynolds Art Park (Gifts 174-20). Mr. Dunn shared that the naming is a result of a gift and an agreement with the C.W. Titus Foundation for an eight-figure gift that includes funds for scholarships for students in the College of Arts and Letters and for the Arts Park in conjunction with plans for a new permanent outdoor amphitheater. Ms. Miller Keltner moved to approve the resolution, Ms. Counts seconded the motion.

Motion passed 9-0.

- 12. New Business** – Mr. Frazier recommended the adoption of the 2021 meeting schedule of the Missouri State University Board of Governors (Administration No. 48-20). Ms. Silvey made a motion, receiving a second from Ms. Parman.

Motion passed 9-0.

- 13. Closed Meeting** – It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Mr. Frazier asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this May 15, 2020, meeting of the Board of Governors to consider items of business pursuant to:

R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public government body..."

R.S.Mo. 610.021(13). “Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...;”

Mr. Waters moved the approval of the resolution and Ms. Miller Keltner seconded.

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

Mr. Frazier declared the resolution passed unanimously. The open meeting recessed at 12:03 p.m. to go into closed session.

The open meeting was reconvened at 12:52 p.m.

- 14. Adjournment** – Mr. Frazier adjourned the meeting at 12:55 p.m., on the motion of Mr. Gore, the second of Mr. Waters, and the unanimous vote of the Board.

*Rowena Stone*

Rowena Stone  
Secretary to the Board

III.A.1.

**RECOMMENDED ACTION – Approval of FY 2020/2021 Employment Agreements for Athletics.**

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

**WHEREAS**, the University desires to employ Michael Collins for Men’s Basketball, Crayton Jones for Women’s Basketball, and Anastasia Lux for Volleyball as Assistant Coaches and these individuals desire to accept such employment, as set forth in the attached Exhibit A and Exhibit B;

**WHEREAS**, the University desires to employ Administrators as follows: David Consiglio for Football, Ethan Swingle for Advising and Nicholas “Chase” Barber as a Strength and Conditioning Coach, and these individuals desire to accept such employment, as set forth in the attached Exhibit C and Exhibit D;

**NOW, BE IT RESOLVED** that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2020/2021 Employment Agreements for the Assistant Coaches and Administrators.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:**

These individuals are filling vacant positions, such that their salaries will be paid from existing lines, and do not represent new expenses to the Athletics Department or University.

The University agrees to reimburse Mr. Consiglio, Mr. Jones, Ms. Lux and Mr. Barber for documented expenses associated with the relocation to Springfield, Missouri including but not limited to packing, unpacking and moving expenses/fee for household items.

The compensation is subject to any across-the-board reductions or furloughs implemented by the University.



**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: Michael Collins**

**Position: Operations Assistant**

**Sport: Men’s Basketball**

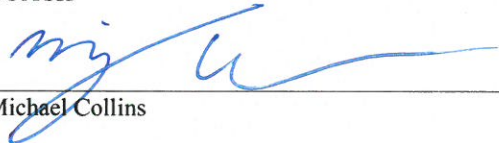
**Term: July 1, 2020-June 30, 2021**

**Compensation: \$30,000 annually**

**Achievement Payments:**

**Other Benefits and Incentives:**

COACH

  
\_\_\_\_\_  
Michael Collins

MISSOURI STATE UNIVERSITY

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

6-26-2020  
\_\_\_\_\_  
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: Crayton (CJ) Jones**

**Position: Assistant Coach**

**Sport: Women’s Basketball**

**Term: July 1, 2020 - June 30, 2021**

**Compensation: \$80,000 annually\***

\*This compensation is subject to any across-the-board reductions or furloughs implemented by the University.

**Other Benefits and Incentives:**

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

Coach may participate in camps and/or clinics.

Use of one (1) automobile.

COACH

Crayton (CJ) Jones, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

6/11/2020

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:** Anastasia (AJ) Lux

**Position:** Assistant Coach

**Sport:** Volleyball

**Term:** July 1, 2020-June 30, 2021

**Compensation:** \$40,000 Annually\*

\*This compensation is subject to any across-the-board reductions or furloughs implemented by the University.

**Achievement Payments:**

**Moving Expenses:**

The University agrees to reimburse Ms. Lux for documented expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics  
Use of one (1) automobile

COACH

MISSOURI STATE UNIVERSITY

Anastasia Lux  
Anastasia Lux

Clifton M. Smart III  
President

6/15/2020  
Date

\_\_\_\_\_  
Date

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

## 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.





Exhibit C

# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

By executing this Agreement, the University agrees to employ Administrator, and Administrator agrees to be employed by University, for the position and term identified below. In exchange for Administrator’s services, the University will provide Administrator 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 – Administrator\*, which is incorporated herein by this reference.

**Name of Administrator:** David Consiglio

**Position:** Assistant Strength and Conditioning Coach -Football

**Term:** July 1, 2020 – June 30, 2021

**Compensation:** \$40,000

**Achievement Payments:**

**Moving Expenses:**

The University agrees to reimburse Mr. Consiglio for documented expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
David Consiglio

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

6-30-20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR**

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

By executing this Agreement, the University agrees to employ Administrator, and Administrator agrees to be employed by University, for the position and term identified below. In exchange for Administrator’s services, the University will provide Administrator 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 – Administrator\*, which is incorporated herein by this reference.

**Name of Administrator: Ethan Swingle**

**Position: Academic Advisor, Dr. Mary Jo Wynn Achievement Center for Intercollegiate Athletics**

**Term: July 1, 2020 – June 30, 2021**

**Compensation: \$38,000\***

\*This compensation is subject to any across-the-board reductions or furloughs implemented by the University.

**Achievement Payment(s):**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
Ethan Swingle

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

6/11/2020  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

By executing this Agreement, the University agrees to employ Administrator, and Administrator agrees to be employed by University, for the position and term identified below. In exchange for Administrator’s services, the University will provide Administrator 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 – Administrator\*, which is incorporated herein by this reference.

**Name of Administrator:** Nicholas “Chase” Barber

**Position:** Assistant Strength and Conditioning Coach

**Term:** August 3, 2020 – June 30, 2021

**Compensation:** \$40,000 annually\*

\*This compensation is subject to any across-the-board reductions or furloughs implemented by the University.

**Achievement Payments:**

**Other Benefits and Incentives:**

**Moving Expenses:** The University agrees to reimburse Mr. Barber for documented expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Additionally, temporary housing will be provided to Mr. Barber for two weeks upon arrival to Missouri State.

ADMINISTRATOR

  
\_\_\_\_\_  
Nicholas “Chase” Barber

7/22/20  
\_\_\_\_\_  
Date

MISSOURI STATE UNIVERSITY

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

\_\_\_\_\_  
Date

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

**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 Administrator 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 Administrator’s salary or perform any other obligations under this Agreement, if:

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

Additionally, Administrator’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.** Administrator’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. Administrator will be treated as an exempt employee for purposes of applicable wage and hour laws because Administrator’s duties primarily involve organizing and administering athletics programs, supervising sports programs, and supervising personnel associated with sports programs. Administrator will have a great deal of independent discretion and judgment as to the manner and method of such duties. Administrator 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 directs.

**3. Use of Automobile.** *This section applies only if this Agreement states that Administrator will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Administrator shall be furnished with an automobile, pursuant to a lease agreement with the University, for Administrator’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 Administrator will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Administrator understands and agrees that Administrator (and not the University) is individually responsible for maintaining insurance for the automobile.

**4. Employee Handbook and University Policies.** Administrator’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. Administrator understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Administrator’s employment is not subject to the Faculty Handbook, and Administrator is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

**5. Professional and Moral Conduct Requirement.** It is understood Administrator 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. Administrator 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. Administrator 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. Administrator 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.

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

III.B.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>
Amy Ackerson	Director of Nursing, Assoc. Dean Duties, Administrative Duties (13 month appt)	\$22,346.15 Annually	6/1/20120 6/30/2021

(See Addendum A for Per Course Faculty Payments for the summer 2020 session)

(See Addendum B for Supplemental Payments for the summer 2020 session)

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

**ADDENDUM A**

**Per Course payments for the summer 2020 session:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Dennis Emslie-Drummond	VIN	\$1800
Kathryn Fisher	PLS	\$2100
Joseph Geller	VIN	\$1800
Esme Johnson	ART	\$1800
Candace Killian	HST	\$2100
Seongchun (Michelle) Kwon	MTH	\$2100
Shelia Priest	REL	\$1800
Janice Sperry	MUS	\$2004
Randy Story	COM	\$1800
Julie Williams	EDU	\$2100

**ADDENDUM B**

**Supplemental payments for the summer 2020 session:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Cathy Boys	CIS/EGR/FCA/Div. Chair	\$ 5,462.84
Thora Broyles	MTH	\$ 1,885.42
Judy Carr	EDU/PSY/SOC/Div. Chair	\$ 7,215.85
Anyta Cavitt	EDU	\$ 600.00
Melinda Denton	MTH	\$ 3,714.87
Ana Estrella	BIO	\$ 3,637.82
Alexandra Graham	ENG	\$ 1,800.00
James Hart	CIS/Dept. Chair	\$ 9,052.42
Renee Keith	CFD	\$ 4,619.28
Jason McCollom	HST/Dept. Chair	\$ 6,998.93
Michael Orf	HST/PLS/PSY	\$ 6,300.00
Gary Phillips	Dept. Chair	\$ 500.00
Frank Priest	ENG	\$ 4,530.14
Tresa Ryan	ALH/Dept. Chair	\$ 4,258.28
Sharath Rongali	BIO	\$ 2,828.14
Joseph Rugutt	CHM	\$ 13,089.80
Brenda Smith	CFD	\$ 1,131.26
Rajiv Thakur	GRY	\$ 17,676.10
Jay Towell	MTH/Div. Chair	\$ 6,627.62
Abel (Jerry) Trick	MTH/PSY/Dept. Chair	\$ 4,016.68
V. Jane Ward	EDU	\$ 2,948.44
Benjamin Wheeler	BMS/ENV/Dept. Chair	\$ 14,318.22
David J. White	BUS/IDS/MGT/Dept. Chair/ Dist. Learning Coord	\$ 9,708.01
Linda Wulff-Risner	AGR/IDS/Dept. Chair	\$ 7,718.02

III.B.2.

**RECOMMENDED ACTION** - Approval of Actions Concerning Non-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 non-academic employees of the West Plains Campus, as itemized below, are hereby approved.

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Dennis L. Lancaster	From: Dean of Academic Affairs WP Academic Affairs To: Interim Chancellor WP Chancellor's Office, suppl. comp. \$3,500/month		07/01/2020
Michael A. Orf	From: Associate Dean WP Academic Affairs To: Interim Dean of Academic Affairs WP Academic Affairs, suppl. comp. \$1,500/month		07/01/2020
Paula Wiedemann	From: Head Coach Women's Athletics WP Women's Athletics To: Athletic Director and Head Coach Women's Athletics WP Women's Athletics, suppl. comp. \$1,000/month		07/01/2020

**RESIGNATION:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Shirley A. Lawler	Chancellor, West Plains WP Chancellor's Office	06/30/2020

**VOTE:**     **AYE** \_\_\_\_\_

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



III.B.3.

**RECOMMENDED ACTION** – Proposed Revisions to the Missouri State University-West Plains Faculty Handbook

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

**WHEREAS**, the Chancellor of the West Plains campus, the Dean of Academic Affairs, the Missouri State University-West Plains Faculty Senate, and the Missouri State University-West Plains Faculty Handbook Revision Committee believe the Faculty Handbook should be revised;

**WHEREAS**, certain revisions clarify expectations regarding faculty office hours;

**WHEREAS**, other revisions are legally required to ensure compliance with new Title IX regulations that take effect August 14, 2020;

**WHEREAS**, the General Counsel has reviewed, edited, and approved the revisions proposed; and

**WHEREAS**, the proposed revisions to the Faculty Handbook will decrease the required number of in-person office hours per week during the academic year from ten hours to five;

**NOW, THEREFORE, BE IT RESOLVED** that the proposed changes to the Faculty Handbook be approved as submitted.

VOTE: AYE \_\_\_\_\_

NAY \_\_\_\_\_

**EXECUTIVE SUMMARY:**

The proposed changes to the Faculty Handbook will decrease the required number of in-person office hours per week during the academic year from ten hours to five, the same number of hours required of faculty on the Springfield campus. This change affects Section 4.3.4 of the Faculty Handbook.

The following Section 4.3.2.1 of the Faculty Handbook is to be deleted in its entirety:

**4.3.4 Office Hours**

Each faculty member must be available in his/her office at least ten (10) hours each week for consultation with students who are in his/her classes and with his/her advisees. The office hours must be submitted to the office of academic affairs at the beginning of each semester and posted outside the faculty members' office and as needed in any other place where students can see the notice and make plans to confer with the faculty member. Faculty members should make special appointments for students who cannot appear during

the regular office hours because of schedule conflicts.

The following is the replacement being put forth for Board approval:

#### **4.3.4 Office Hours**

Office hours are times when faculty are available for direct consultation with students who are in their classes and with advisees. Availability for office hours usually implies presence in an office but, following departmental norms and consent of their Division Chair, may be satisfied by other means, e.g., electronic consultation. All full-time faculty members must be available for office hours a minimum of five hours each week at times convenient for students. Per-Course faculty must also be accessible for student inquiry. The office hours must be posted in a place where students can see the notice and make plans to confer with the teacher. Faculty members are encouraged to accommodate students who cannot appear during the regular office hours because of schedule conflicts. Exceptions to this policy must be approved by the appropriate Division Chair.

Additionally, legally mandated revisions to Section 9.1 Prohibition of Discrimination and Harassment Policy, Section 9.2 Sexual Harassment, Section 9.4 Consensual Sexual or Romantic Relationship Policy, and Section 14.1 Overview will be made in order to ensure compliance with recent regulatory changes pertaining to Title IX.

III.C.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 June 3, 2020 through July 22, 2020 be approved.

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

**FOR INFORMATIONAL PURPOSES ONLY**

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

**Charter Air Transportation Services** **\$128,050.00**  
**Intercollegiate Athletics – Football** **(Estimated)**

In response to required advertising to provide charter air transportation services for two (2) trips for the football team for the 2020 season, four (4) bids were received.

Minimum seating capacity required is 120.

<b>Location</b>	<b>Dates</b>	<b>Total Trip Cost</b>
University of North Dakota	10.09.20 – 10.10.20	\$ 69,450.00
Tarleton (Texas) State University	11.06.20 – 11.07.20	\$ 58,600.00
<b>Total</b>		<b>\$128,050.00</b>

Cost/Price results for both trips:

<b>Contractor</b>	<b>Total Cost -- Two Trips</b>
Air Charter Services (Incumbent)	<b>\$128,050.00</b>
Air Fax Incorporated	\$150,000.00
PASS Charters	\$151,341.00
CSI Aviation	\$169,091.00

A total 20% deposit is required for both trips upon execution of the contract, balances due individually 30 days before each flight.

Recommend award to Air Charter Services (Incumbent) as the lowest cost bidder, for an estimated cost of \$128,050.00.

**Note: Funding to be from the FY21 operating budget.**

June 3, 2020 through July 22, 2020

**ACTIVITY REPORT  
PAGE TWO**

**Single feasible source > \$100,000**

**Campaign Management Services \$147,700.00  
University Advancement – Office of Development**

Pursuant to University policy, recommend a contract be issued to Ruffalo Noel Levitz as the single feasible source for on-site management of the University’s engagement center campaign. A one-year term is contemplated at a total estimated cost of \$147,700.00.

Each party will have the ability to cancel the contract with written notice. The contract would start on July 1, 2020 and end on June 30, 2021 with staged payments through the remaining months of 2020.

<b>Due Date</b>	<b>Amount</b>
August 1, 2020	\$ 73,850.00
October 1, 2020	\$ 36,925.00
December 1, 2020	\$ 36,925.00
<b>Total</b>	<b>\$147,700.00</b>

Since 2012, the University has been using the Ruffalo Noel Levitz software system. During this time, the University has experienced positive success and wants to continue using the system, which is proprietary to Ruffalo Noel Levitz.

Further, Ruffalo Noel Levitz packages communication platforms, which for FY21 are the addition of text and video messages, proprietary to Ruffalo Noel Levitz.

As a result, Ruffalo Noel Levitz is considered to be the only viable choice to manage the operation in that it offers a complete, full service, on-site solution for fundraising. This solution would allow the University to transfer current expenses and responsibilities for the campaign to an external source.

Ruffalo Noel Levitz is the premier provider of higher education fundraising software and on-site management solutions. It has an extensive and successful 20-year history of working in higher education fundraising at more than 200 schools and has a proven record of success with onsite engagement management.

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

June 3, 2020 through July 22, 2020

**ACTIVITY REPORT  
PAGE THREE**

**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**

<b>COVID-19 Testing Services</b>	<b>\$230,000.00</b>
<b>University Safety</b>	<b>(Estimated Five Months)</b>

An additional COVID-19 testing option needs to be available to the University as students move back to campus.

Given the global virus pandemic, the availability of COVID-19 laboratory testing services is relatively minimal, and the opportunity to compete pricing and services is limited. Also, the degree of need continues to change and evolve on an ongoing basis.

Dynamic DNA is a local laboratory that can now perform the testing service and provide results in three business days at \$119.99 per test. The proposed agreement would be for an indefinite time period and could immediately be terminated at any time by written notice submitted by either party.

Current testing is provided by the University's Magers Family Health and Wellness Center, but due to widespread demand, its external laboratories are experiencing significant delays in providing testing results. The cost of \$131.00 per test was competitive when solicited.

Recommend that a contract be issued to Dynamic DNA for additional COVID-19 testing services to support the Magers Family Health and Wellness Center.

**Note: Funding is anticipated to be from State and/or County funded COVID-19 related funds designated to the University.**

III.D.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of June 2020.

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 June 2020, as presented by Planning, Design & Construction, be accepted and approved.

**VOTE:**        **AYE**\_\_\_\_\_

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

**COMMENTS:**

This report lists activities of Planning, Design & 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 & CONSTRUCTION**

**June 2020**

This report documents activities managed by Planning, Design & Construction for the month of June 2020. 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.

**June 29, 2020**

**Shuttle Stop Canopy Refinishing,  
Bear Park North**

**Project Budget  
\$132,121.00**

A bid was received for the shuttle stop canopy refinishing at Bear Park North. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$114,121.00.

The bid received on this project is as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alt. 1</b>	<b>Total (Base Bid + Alt. 1)</b>
Kenmar Construction, Inc.	\$110,794.00	\$3,327.00	\$114,121.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$0.00
Construction Contracts	\$114,121.00
Project Administration	\$3,000.00
Construction Contingency	\$15,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
<b>Total Project Budget</b>	<b>\$132,121.00</b>

Currently the Bear Park North shuttle stop canopy needs a new finish system. The current structure's paint system is failing and exposing structural steel to the elements which will cause rusting of the structure and eventually much more expensive damage. Alternate 1 removes and replaces the joint sealant at the concrete walls.

The Office of Planning, Design and Construction originally bid the project in March of 2019 with the low bidder coming in 5% over project budget. Due to this overage, and the lack of other University resources to bridge the financial gap, we placed this project on hold. The June 2020 bid came in 7% below budget. While only one bid was received for this project, it was determined to be valid and we recommend proceeding with this project due to utilizing funding from Missouri Department of Transportation, receiving a valid below budget bid, and the continued damage that will occur to the existing structure if we do not proceed.

This project will be paid from the Intersection Improvements Broadmoor & Kansas Expressway budget funded by Missouri Department of Transportation funds (\$122,138.91) and Parking Services (\$9,982.09) budget.



III.D.2.

**RECOMMENDED ACTION** – Approval of an Intergovernmental Agreement Regarding Law Enforcement Services with Missouri State University for Fiscal Year 2021.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the University continue the Intergovernmental Agreement for Law Enforcement Services for Fiscal Year 2021 with the City of Springfield at a cost of \$824,331.78; and

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement will be effective from July 1, 2020 through June 30, 2021, and will continue on a month-to-month basis as needed; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the proposed Intergovernmental Agreement Regarding Law Enforcement Services be approved and that the President of the University be authorized to sign said Agreement on behalf of the Board of Governors.

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

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

**COMMENTS:**

The agreement with the City of Springfield provides for law enforcement services associated with the Springfield Police Department and the Missouri State University Springfield Police Substation. This annual contract represents a 0.55% increase from Fiscal Year 2020. This increase of \$4,481.75 is the annual depreciation of five new e-bicycles and an adjustment in vehicle fuel, maintenance and repair. There are not any changes in personnel costs.

The annual contract will be distributed between Missouri State University budget accounts as indicated below:

<u>Total Cost</u>	<u>E&amp;G</u>	<u>Residence Life</u>
\$824,331.78	\$618,248.84	\$206,082.94

The University General Counsel has reviewed the agreement for legal sufficiency.

<b>ROUTING</b>	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
<b>ORDER</b>	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
<b>EFFECTIVE DATE</b> JULY 1, 2020	<b>TERMINATION DATE</b> JUNE 30, 2021	<b>CONTRACT NUMBER:</b> 2020-0512	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> RENEWAL OF CONTRACT No. 2019-1173	
<b>CITY</b>		<b>BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY</b>	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. MARK FOOS DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: PRESIDENT	

**INTERGOVERNMENTAL AGREEMENT REGARDING  
LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT**, made and entered into this 30th day of July, 2020, by the parties identified above.

**WHEREAS**, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

**WHEREAS**, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of Missouri State University will be of mutual benefit to the parties to this agreement.

**NOW, THEREFORE**, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MISSOURI STATE UNIVERSITY:

**A. STAFFING OF THE POLICE SUBSTATION**

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

- a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.
3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.
4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.
5. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:
  - a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.
  - b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.
6. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.
7. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.
8. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.
9. The substation will maintain records which are available to the President (or his designee) to include but not limited to:
  - a. Substation payroll records.
  - b. Time sheet and detailed billing information sufficient for invoice reconciliation.
  - c. Work schedule of substation officers.
  - d. Calls For Service data within the designated substation area as defined by this contract.
  - e. Appropriate crime statistic information sufficient for Federal Clery reporting.
  - f. Provide information consistent with legal restrictions from police reports.
  - g. Equipment purchase orders.
  - h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Twenty Four Thousand, Three Hundred Thirty Eight Dollars and Seventy Eight Cents (\$824,338.78.) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

#### D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2020 through June 30, 2021. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

**APPROVED AS TO FORM**


**The Board of Governors of Missouri State University**


By: \_\_\_\_\_  
Attorney for Board of Governors

By: \_\_\_\_\_  
President of the University

**APPROVED AS TO FORM**

**The City of Springfield, Missouri**

By:  \_\_\_\_\_  
City Attorney or designee

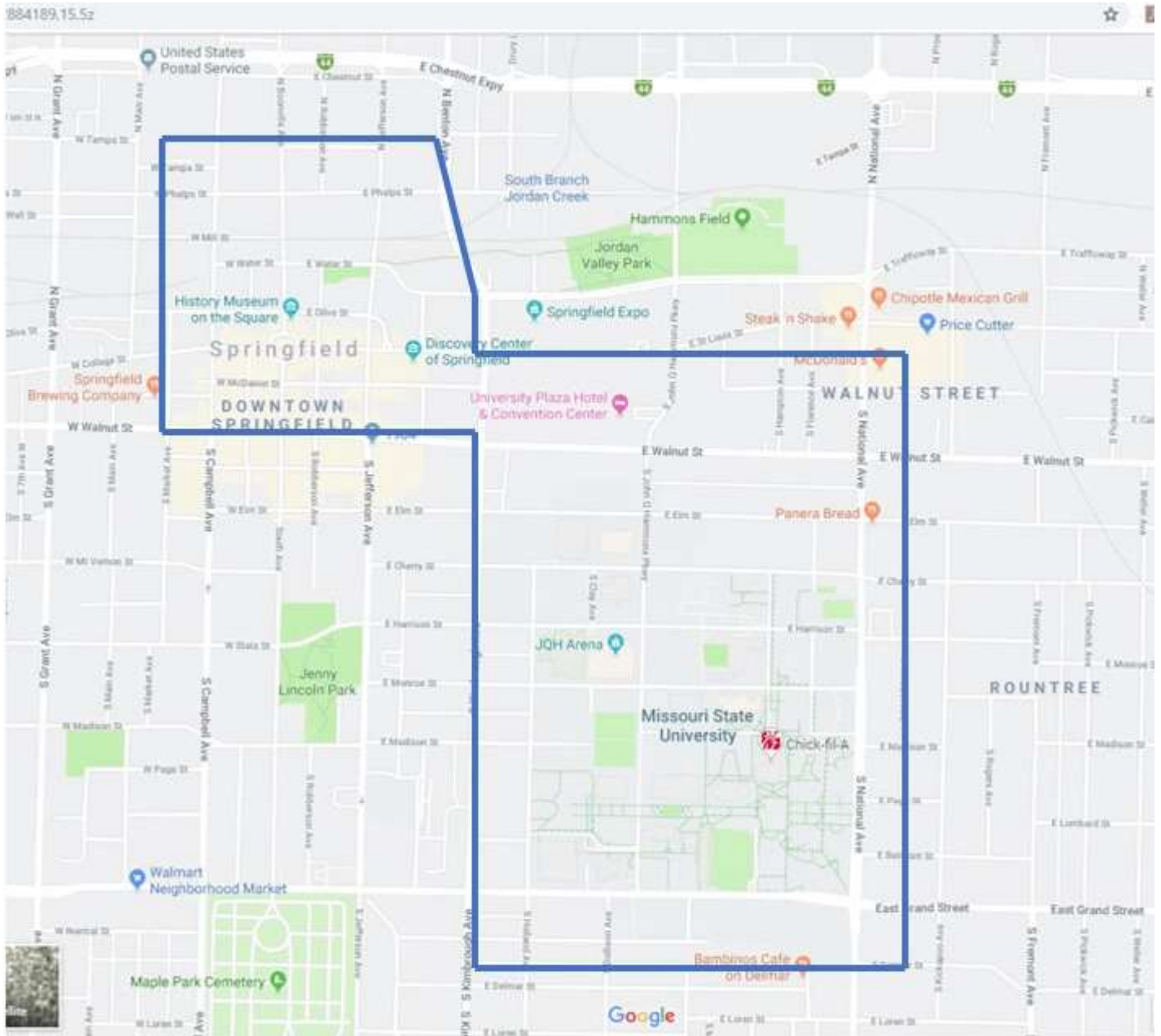
By:  \_\_\_\_\_  
City Manager or designee

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

  
[David C Holtmann \(Jul 31, 2020 08:57 CDT\)](#)  
\_\_\_\_\_  
Director of Finance or his designee

# EXHIBIT A MSU CAMPUS MAP



**EXHIBIT B**  
**Cost of MSU Substation Account**  
**FY 2020-2021**

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$661,720.26
OVERTIME _____	\$106,553.00
<b>Subtotal:</b> _____	<b>\$768,273.26</b>
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$37,158.52
<b>Subtotal:</b> _____	<b>\$56,058.52</b>
<b>Total Contract Amount _____</b>	<b>\$824,331.78</b>

---

\* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc. Salaries and Benefits above is 80% of cost.

\*\* (See Exhibit C)



**EXHIBIT C**  
**MSU Substation Transportation and Software Cost**  
**FY 2020-2021**

	<b>2017</b>	<b>2016</b>	<b>2013</b>
	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost w/equipment*	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	\$6,864.00	\$5,478.57	\$5,610.57

Annual Depreciation for all three (3) vehicles	\$17,953.14
Fuel Cost **	\$ 3,494.96
Maintenance and Repair Cost **	\$ 1,874.77
<b>Vehicle Subtotal</b>	<b>\$23,322.87</b>

**Bicycles**

**Ten (10) Patrol Bicycles in Fleet and (5) e-Bikes**

	10 Patrol Bicycles	5 e-Bikes
Purchase Cost	\$2,116.60	\$2,874.80
3 Year Depreciation	\$ 705.53	\$958.27

Annual Depreciation for ten (10) bicycles and (5) e-Bikes	\$7,055.30+\$4,791.35=\$11,846.65
<b>Bicycle Subtotal</b>	<b>\$11,846.65</b>

**Software**

Ten (10) Office 365 annual software license fees \$198.90 each  
Software Subtotal **\$1,989.00**

**Total Annual Transportation and Software Cost \$37,158.52**

\* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

\*\*Figure based on actual and averages for FY19 (July 2018-June 2019). Figures from Fleet Administrator.

**EXHIBIT D**  
**Policies and Protocols Regarding**  
**Sexual Assault, Domestic Violence, Dating Violence, and Stalking**

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* (“Title IX”), and the Violence Against Women Act (“VAWA”), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU’s attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education’s Office for Civil Rights (“OCR”), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* (“FERPA”), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU’s campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

III.E.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>
Bonni Behrend	Assistant Professor Counseling Leadership & Special Ed	\$55,000 annually	08/10/20

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Steven Schneider	Instructor Environmental Plant Science & Natural Resources (12-month appointment)	\$50,000 annually	08/01/20 07/13/21

(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>
Alex Jean-Charles	Assistant Professor Reading, Foundations & Technology	05/15/20
Sung-wan Kang	Assistant Professor School of Social Work	05/15/20
Michelle Satterfield	Clinical Instructor Childhood Ed & Family Studies	05/15/20

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Earl Holmer	Senior Instructor English	05/15/20

**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.

Catherine English	Associate Professor Spring 2021 Research Project "Proficiencies and Challenges: Literacy in Transition from 8 <sup>th</sup> Grade – 9 <sup>th</sup> Grade"
-------------------	--

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Linda Moser	Interim Department Head English	Continuation of Appointment	07/01/20 06/30/21
Elizabeth Rozell	Interim Department Head Merchandising & Fashion Design	Continuation of Appointment	07/01/20 06/30/21
Klaas Bakker	From: Professor Communication Sciences & Disorders To: Faculty Emeritus Communication Sciences & Disorders	Status Change	08/01/20
Bryan Breyfogle	From: Department Head Professor Chemistry \$112,702 annually (12-month appointment) To: Professor Chemistry \$87,000 annually (9-month appointment)	Status Change	08/01/20

Academic Personnel Board Actions, cont'd.

Page 3

Rachelle Darabi	From: Associate Provost Student Development & Public Affairs Office of the Provost Professor English To: Faculty Emeritus English	Status Change	08/01/20
Keri Franklin	From: Director Assessment Professor English \$98,676 annually To: Associate Provost for Public Affairs & Assessment Public Affairs & Assessment Professor English \$140,000 annually	Status Change	08/01/20
Earl Holmer	From: Senior Instructor English To: Faculty Emeritus English	Status Change	08/01/20
Beth Hurst	From: Professor Reading, Foundations & Technology To: Faculty Emeritus Reading, Foundations & Technology	Status Change	08/01/20
Lisa Proctor	From: Professor Communication Sciences & Disorders To: Faculty Emeritus Communication Sciences & Disorders	Status Change	08/01/20

Academic Personnel Board Actions, cont'd.

Page 4

John Williams	From: Director Associate Professor School of Accountancy \$148,007 annually (12-month appointment) To: Associate Professor School of Accountancy \$134,195 annually (9-month appointment)	Status Change & Salary Adjustment	08/01/20
Kelly Wood	From: Executive Director Student Success Professor Communication \$103,388 annually To: Associate Provost for Student Success Student Success Professor Communication \$140,000 annually	Status Change & Salary Adjustment	08/01/20
Nichole Busdieker-Jesse	From: Assistant Professor Agriculture \$61,498 annually To: Instructor Agriculture \$54,500 annually	Status Change	08/10/20
Elizabeth Foreman	From: Associate Professor Philosophy \$64,534 annually To: Program Director Associate Professor Philosophy \$64,534 annually (\$2,000 monthly supplemental)	Status Change	08/10/20 05/14/21

Melinda Novik	From: Associate Professor Kinesiology	Dept Change	08/10/20
	To: Associate Professor Public Health & Sports Medicine		

**REAPPOINTMENTS:**

Non-tenured, unranked faculty, effective August 10, 2020 through May 14, 2021, unless otherwise noted.

COLLEGE OF BUSINESS

Department of Management

Michael Albritton	Instructor
Dana Frederick	Instructor
Jessica Long	Instructor
Michael Merrigan	Clinical Associate Professor

COLLEGE OF EDUCATION

Department of Childhood Education & Family Studies

Rhonda Bishop	Clinical Instructor
Robin Koerber	Clinical Instructor
Debra Price	Instructor
Kim Roam	Clinical Assistant Professor
Melissa Schotthofer	Clinical Instructor
Cara Smith	Clinical Instructor
Sara Tipton	Clinical Instructor
V. Jane Ward	Instructor
Gina Wood	Clinical Assistant Professor

Department of Counseling, Leadership & Special Education

Amelia Chenoweth	Senior Instructor
Michael Goeringer	Clinical Assistant Professor
James Matthews	Instructor
Nathaniel Quinn	Senior Instructor
Shari Scott	Instructor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Center for Archaeological Research

Jack Ray

Research Assistant Professor  
(07/01/2020 – 06/30/2021)

Department of History

Argelia Segovia

Instructor

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



**COMMENTS:**

**Bonni Behrend, Assistant Professor, Counseling, Leadership & Special Education**

Ph.D.	The University of Arkansas, 2016
M.S.	The University of Arkansas, 2013
M.S.	The University of Arkansas, 2011
B.S.	Missouri State University, 2002

Experience: 2017 – Present, School Counselor, Owl Creek School, Fayetteville, Arkansas; 2016 – 2019, Counseling Adjunct Course Instructor, University of Arkansas, Fayetteville, Arkansas; 2016 – 2017, School Counselor, Westside Elementary, Rogers, Arkansas; 2016, Adjunct Faculty, Northwestern Oklahoma State, Alva, Oklahoma; 2014 – 2015, Adjunct Faculty, University of Arkansas, Fayetteville, Arkansas; 2009 – 2016, Graduate Teaching Assistant, University of Arkansas, Fayetteville, Arkansas; 2008 – 2010, PEGS Research Assistant, University of Arkansas, Fayetteville, Arkansas; 2007 – 2008, Paraprofessional: Grant Research Assistant, Ozark Guidance; 2005 – 2007, Substitute Teacher, Reeds Spring, Missouri & Galena, Missouri.

**ADDENDUM A**

**The following have been appointed as Per Course Faculty for the fall semester: August 10, 2020 through December 11, 2020.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Albritton, Stephanie	Management	\$6,000.00
Ampleman, James	Marketing	\$3,300.00
Appelquist, John	Criminology & Criminal Justice	\$3,000.00
Balasundaram, Megan	Management	\$3,000.00
	Missouri State Outreach	\$3,000.00
Barnes, Jessica	History	\$2,448.00
Barnett, Helen	Sociology & Anthropology	\$2,850.00
Bodenstein, Amanda	History	\$2,448.00
Bollinger, Salina	Social Work	\$2,445.00
Bruce, Richard	Technology & Construction Mgmt	\$3,300.00
Campbell, Taryn	Technology & Construction Mgmt	\$3,000.00
Carver, Jeanie	Criminology & Criminal Justice	\$3,000.00
Daehn, James	Computer Science	\$4,240.00
Davis, Cheryl	Criminology & Criminal Justice	\$3,000.00
Dixon, Stephanie	Missouri State Outreach	\$2,445.00
	Psychology	\$2,445.00
Djordjevic, Vladan	Art & Design	\$4,896.00
Fielding, Steven	Art & Design	\$2,754.00
Goodale, Deborah	Finance & General Business	\$3,300.00
	Marketing	\$3,300.00
Harrison, Glenda	Missouri State Outreach	\$2,850.00
	Sociology & Anthropology	\$2,850.00
Haynes, Heather	History	\$4,896.00
Johnson, Joshua	Art & Design	\$4,896.00
Johnson, Rachel	Art & Design	\$2,754.00
Jordan, Billy	Communication	\$2,601.00
Keller, Ted	Missouri State Outreach	\$4,240.00
Keohane, Edward	Sociology & Anthropology	\$2,850.00
Knight, Jack	Philosophy	\$6,308.00
Koroglu, Didem	Communication	\$4,290.00
Lansdown, Lynn	History	\$4,896.00
Lines, Samuel	Art & Design	\$2,448.00
Manley, Heather	Missouri State Outreach	\$2,445.00
McDonald, Scott	Finance & General Business	\$3,300.00
McGull, Abram	Criminology & Criminal Justice	\$3,000.00

Academic Personnel Board Actions, cont'd.

Page 9

McNew, Sarah	Psychology	\$2,745.00
Meyers, Sandra	Finance & General Business	\$4,000.00
Miller, Kyle	History	\$5,508.00
Mitchell, Jennifer	History	\$4,896.00
Mitchell, Shauna	Criminology & Criminal Justice	\$3,000.00
Moore, Cynthia	Art & Design	\$6,324.00
Mulvenon, James	Art & Design	\$2,448.00
O'Neal, Stephanie	History	\$4,896.00
Opitz, Matthew	History	\$2,448.00
Orhan, Can	Technology & Construction Mgmt	\$3,000.00
Osredker, Michael	Finance & General Business Management	\$3,300.00 \$3,000.00
Parker, Lane	Technology & Construction Mgmt	\$3,300.00
Patterson, Jane	Finance & General Business	\$8,000.00
Pettijohn, James	Finance & General Business	\$5,786.00
Pilkenton, Andrew	Art & Design	\$4,896.00
Piston, Nancy	History	\$2,448.00
Polallis, Neal	Art & Design	\$4,896.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Rantz, James	Communication	\$2,145.00
Reynolds, Todd	Art & Design	\$4,896.00
Rice, Judith	History	\$5,508.00
Rice, Phillip	History	\$2,754.00
Rodrigues, Herbert	Sociology & Anthropology	\$6,000.00
Rogers, Valorie	Management	\$3,000.00
Ryder, Christina	Sociology & Anthropology	\$2,850.00
Scales, Megan	Sociology & Anthropology	\$5,700.00
Schekorra, Jonathan	Marketing	\$3,300.00
Senter, Pamela	Art & Design	\$6,324.00
Sheets-McKeag, Sarah	Art & Design	\$4,896.00
Smith, Sean	Technology & Construction Mgmt	\$3,000.00
Smith, Sharina	Finance & General Business	\$3,300.00
Smith, Susan	Political Science	\$6,000.00
Steiro, Dustin	Technology & Construction Mgmt	\$3,000.00
Taylor, Kerra	Art & Design	\$2,448.00
Tsahiridis, Peter	History	\$2,448.00
Varava, Kira	Communication	\$5,508.00
Wallenburg, Roger	Finance & General Business	\$3,300.00
Williams, Paul	Criminology & Criminal Justice	\$3,000.00

**ADDENDUM B**

**The following have been appointed as Summer Faculty for the summer semester: June 1, 2020 through July 31, 2020**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Jodie	Kinesiology	\$1,044.00
Agnew, William	Counseling Leadership & Spec Ed	\$6,000.00
Ampleman, James	Marketing	\$1,700.00
Asay, Nancy	Technology & Construction Mgmt	\$2,496.00
Ashcroft, Paul	School of Accountancy	\$5,830.00
Aton, Alexander	Foreign Language Institute	\$600.00
Barnhart, Chris	Biology	\$20,600.00
Bledsoe, Melissa	Agriculture	\$2,365.00
	Int'l Leadership & Training Ctr	\$10,500.00
Brinkman, Bryan	History	\$3,000.00
Buening, Caitlin	Physical Therapy	\$915.00
Burt, Zach	Kinesiology	\$3,133.00
Burton, Michael	Agriculture	\$5,750.00
	Study Away	\$208.00
Burton, Richard	Information Tech & Cybersecurity	\$3,141.00
Buyurgan, Nebil	Technology & Construction Mgmt	\$7,989.00
Cagle, Leah	Occupational Therapy	\$2,000.00
Chenoweth, Amelia	Counseling Leadership & Spec Ed	\$8,973.00
Chuchiak, John	Honors College	\$10,564.00
Curry, Natalie	School of Social Work	\$3,386.00
Dicke, Crystal	Library	\$8,154.00
Duprey, Laura	Art & Design	\$2,754.00
Echols, Leslie	Psychology	\$6,288.00
Finch, Kim	Counseling Leadership & Spec Ed	\$9,783.00
Foster, Micheal	Theatre & Dance	\$1,000.00
Gebken, Richard	Technology & Construction Mgmt	\$6,657.00
Gibson, Hugh	Kinesiology	\$878.00
Goerndt, Michael	Agriculture	\$8,108.00
Hallgren, Deanna	Study Away	\$3,794.00
Hammons, David	Marketing	\$2,400.00
Hass, Aida	Criminology & Criminal Justice	\$6,396.00
Haugland, Krista	Occupational Therapy	\$2,000.00
Hetzler, Brandon	Public Health & Sports Medicine	\$400.00
Holladay, Holly	Study Away	\$2,846.00
Hubbard, Kevin	Technology & Construction Mgmt	\$14,601.00

Academic Personnel Board Actions, cont'd.

Page 11

Hudson, Michael	Public Health & Sports Medicine	\$497.00
Hutter, James	Agriculture	\$5,257.00
Jennings, Bryan	Study Away	\$1,422.00
Kanamori, Yasuko	Counseling Leadership & Spec Ed	\$1,900.00
Kaula, Radhika	Information Tech & Cybersecurity	\$3,195.00
Kewman, Lee	Reading Foundations & Technology	\$4,291.00
Kiras, James	Defense & Strategic Studies	\$7,000.00
Kleinsasser, Steven	Counseling Leadership & Spec Ed	\$1,630.00
Kuiper, Matthew	Study Away	\$1,897.00
LaBarr, Cameron	Study Away	\$4,519.00
LaPrade, Jennifer	Criminology & Criminal Justice	\$3,000.00
Lazic, Gordana	Communication	\$2,754.00
Liang, Yating	Kinesiology	\$945.00
Lombilla, Luis	Modern & Classical Languages	\$1,000.00
Masterson, Jerry	Kinesiology	\$1,608.00
Mays, Larry	Kinesiology	\$4,336.00
McClain, William	Environmental Plant Science	\$5,562.00
	Agriculture	\$2,403.00
McDonnell, Caryn	Counseling Leadership & Spec Ed	\$2,550.00
McKay, Matthew	Geography Geology & Planning	\$6,642.00
Moodie, Amanda	Defense & Strategic Studies	\$5,500.00
Muchnick, amy	Study Away	\$1,423.00
Novik, Melinda	Kinesiology	\$1,208.00
Ongaga, Kennedy	Counseling Leadership & Spec Ed	\$9,300.00
Onyango, Benjamin	Study Away	\$941.00
Patton, Marciann	Technology & Construction Mgmt	\$2,525.00
	Study Away	\$949.00
Pham, Courtney	Study Away	\$1,423.00
Porter, April	Physical Therapy	\$1,500.00
Quinn, Nathaniel	Counseling Leadership & Spec Ed	\$3,891.00
Rabon, John	Economics	\$3,685.00
Rimal, Arbindra	Agriculture	\$17,260.00
Robbins, Linda	Counseling Leadership & Spec Ed	\$3,260.00
Rodriguez de la Vega, Vanessa	Study Away	\$3,794.00
Russell, Regina	School of Social Work	\$3,584.00
Schaefer, Allen	Marketing	\$10,635.00
Scott, Shari	Counseling Leadership & Spec Ed	\$3,353.00
Seawright, Leslie	Study Away	\$474.00
Seo, Jin	Study Away	\$2,206.00
Smith, Amanda	Art & Design	\$6,000.00
Smith, Joshua	Biomedical Sciences	\$5,013.00

Academic Personnel Board Actions, cont'd.

Page 12

Snow, Brad	Study Away	\$3,794.00
Spates, Stephen	Study Away	\$2,846.00
Sudrock, Christine	Agriculture	\$10,325.00
Telting, Diderika	Comm Sciences & Disorders	\$2,000.00
Turner, Jon	Counseling Leadership & Spec Ed	\$4,454.00
Wait, D. Alexander	Study Away	\$949.00
Walker, Elizabeth	Agriculture	\$5,700.00
Walters, Heather	Communication	\$14,102.00
Weichert, Raegan	Library	\$2,572.00
Wickham, Cameron	Provost Office	\$6,502.00
Wiggin, Sarah	Theatre & Dance	\$5,000.00
Woodard, Rebecca	Kinesiology	\$1,986.00
Yang, Zhiguo	Information Tech & Cybersecurity	\$10,920.00
Zastoupil, John	Study Away	\$3,794.00
	Music	\$1,688.00
Zimmerman, Scott	Biomedical Sciences	\$609.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Albritton, Andrew	Management	\$7,500.00
Basu Roy, Subhasree	School of Anesthesia	\$6,016.00
Bledsoe, Melissa	Study Away	\$1,200.00
Buyurgan, Nebil	Technology & Construction Mgmt	\$7,840.00
Debode, Jason	Study Away	\$6,761.00
Franklin, Thomas	Comm Sciences & Disorders	\$5,684.00
Ghosh, Kartik	Physics Astronomy & Mat Sci	\$2,000.00
Haring, Katherine	Management	\$3,000.00
Haun, Korey	Information Tech & Cybersecurity	\$3,000.00
Hermans, Charles	Study Away	\$3,463.00
Irons, Chrystal	Marketing	\$3,300.00
Johns, Justin	School of Social Work	\$2,445.00
Kitheka, Bernard	Study Away	\$2,400.00
Mirza, Babur	Biology	\$6,696.00
Onyango, Benjamin	Agriculture	\$7,439.00
Pratt, Jennifer	Study Away	\$2,400.00
Rimal, Arbindra	Study Away	\$1,200.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,196.00
Simmers, Christina	Marketing	\$1,560.00
Smart, Sandra	Management	\$3,000.00
Van Landuyt, Cathryn	Study Away	\$2,400.00
Wilhelm, Paula	Management	\$3,000.00
Willis, Jessica	School of Anesthesia	\$1,983.00
Witkowski, Collette	Study Away	\$949.00

**ADDENDUM D**

**The following have been appointed as Graduate Teaching Assistants for the summer semester: June 1, 2020 through July 31, 2020.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abdullah, Muhammad	Geography Geology & Planning	\$2,235.00
Awobona, Taiwo	Chemistry	\$2,235.00
Bahl, Alex	Communication Sciences & Disorders	\$1,118.00
Beard, Austin	Mathematics	\$2,235.00
Bridges, Holden	Information Tech & Cybersecurity	\$2,235.00
Britland, Curtis	History	\$2,235.00
Chastine, Kaila	Management	\$2,235.00
Chitwood, Sierra	Center Academic Success & Transition	\$2,235.00
Corlee, Taylor	Communication	\$2,235.00
Fleece, Nicholas	Mathematics	\$2,235.00
Galloway, Rebekah	History	\$1,118.00
Griffin, Logan	Psychology	\$2,235.00
Grover, Bethanne	Communication	\$2,235.00
Islam, Mohammad Tauhidu	Physics Astronomy & Materials Science	\$1,118.00
Islam, Sajal	Physics Astronomy & Materials Science	\$1,118.00
Jahan, Israt	Biology	\$2,720.00
Maggi, Mallory	Theatre & Dance	\$2,235.00
Marlett, Stephanie	Childhood Ed & Family Studies	\$2,235.00
Means, Deanna	Stdt Development & Public Affairs	\$2,235.00
Meyer, Manuel	Chemistry	\$2,235.00
Mundy, Shelbi	Agriculture	\$2,720.00
Odom, Tyler	Chemistry	\$2,235.00
Oldham, Christian	Physics Astronomy & Materials Science	\$1,118.00
Primrose, Katie	McQueary College of Hlth & Human Svs	\$2,235.00
Rodery, Morgan	Biology	\$2,720.00
Singleton, Leah	Accounting	\$2,235.00
Sudduth, Samantha	Communication Sciences & Disorders	\$1,118.00
Swopes, Kathryn	Mathematics	\$2,235.00
Telle, Evan	Geography Geology & Planning	\$2,235.00
Thapa, Sujan	Biology	\$2,720.00
Wagner, Dane	Chemistry	\$2,235.00
Zobair, Md Abu	Physics Astronomy & Materials Science	\$1,118.00



**The following have been appointed as Graduate Teaching Assistants for the fall semester: August 10, 2020 through May 14, 2021.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Allen, Caitlyn	Psychology	\$8,940.00
Batchelder, Noelle	Communication	\$10,880.00
Breedlove, Gates	Biology	\$8,940.00
Carpenter, Katheryn	Kinesiology	\$10,880.00
Choi, Boyoon	Music	\$5,440.00
Crawford, Jacqueline	Media, Journalism & Film	\$10,880.00
Crews, Jennifer	English	\$10,880.00
Crosby, David	Mathematics	\$10,880.00
Fallon, Courtney	Communication	\$10,880.00
Fleece, Nicholas	Mathematics	\$10,880.00
Fletcher, Jacob	Media, Journalism & Film	\$10,880.00
Gagnon, Ashley	Biology	\$10,880.00
Gant, Honesty	Media, Journalism & Film	\$10,880.00
Herzog, Claire	Music	\$10,880.00
Hogan, Kimberly	Communication	\$10,880.00
Jones, Michael	Media, Journalism & Film	\$10,880.00
Klement, Sabrina	Mathematics	\$10,880.00
Malisos, Joshua	Media, Journalism & Film	\$10,880.00
McFerron, Paul	Media, Journalism & Film	\$10,880.00
Napier, Megan	Music	\$10,880.00
Norris, Ty	Biology	\$10,880.00
Oloyede, Babatunde	Biology	\$8,940.00
Onken, Willow	Media, Journalism & Film	\$10,880.00
Pulleyking, Quinlan	Communication	\$10,880.00
Saxton, Jay	Communication	\$10,880.00
Seaver, Rachael	Communication	\$10,880.00
Sheffield, Kendrick	Communication	\$10,880.00
Shuck, Brendan	Communication	\$10,880.00
Siew, Yuet Yang	Music	\$5,440.00
Sletten, Shaun	Communication	\$10,880.00
Stegall, Joshua	Communication	\$10,880.00
Stomp, Cole	Kinesiology	\$8,940.00
Tang, Lai	Mathematics	\$10,880.00
Thao, Kong	Media, Journalism & Film	\$10,880.00
Todd, Megan	Communication	\$10,880.00
Vanderford, Canelle	Media, Journalism & Film	\$10,880.00
Wang, Mian	Mathematics	\$10,880.00

Academic Personnel Board Actions, cont'd.

Page 16

Whaley, Hannah	Biology	\$8,940.00
White, Mary	Ctr Academic Success & Transition	\$10,880.00
Whittenburg, Caroline	Communication	\$10,880.00
Wilson, Ashton	Media, Journalism & Film	\$10,880.00
Zapata, Danny	Biology	\$8,940.00

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>
Tamara Anthony	Administrative Assistant II Agency for Teaching, Leading Learning	12	\$27,872 annually	07/01/20
Zachary Davis	Farm Operations Manager College of Agriculture	26	\$27,502 annually	07/01/20
Cameron Cheri	Research Specialist Biology	41	\$31,200 annually	07/13/20 07/30/21
Margaret Grady	Residence Hall Director Residence Life Housing & Dining Services	42	\$35,568 annually	07/15/20
Matthew Juster	Residence Hall Director Residence Life Housing & Dining Services	42	\$35,568 annually	07/15/20
Grayson LaShata	Assistant Director, Student Engagement – Involvement Student Engagement	42	\$40,000 annually	07/27/20

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Devon Duncan	Academic Advisor, College of Business Graduate Programs College of Business Graduate Programs	06/05/20
Mary Short	Research Specialist Biology	06/05/20
Olujimi Sode	Assistant Director Admissions-Diversity Outreach & Recruitment Office of Admissions	06/30/20

Non-academic Personnel Board Actions, cont'd.

Page 2

Adriann Pitts	Admission Counselor for Diversity & Outreach & Recruitment Office of Admissions	07/03/20
Laura Backer	Associate Director Office of Student Engagement	07/13/20
Shaun Fossett	Mental Health Clinician Counseling Center	07/13/20
William Blevins	Dispatch Specialist University Safety	08/02/20
Timothy Ewy	Centralized User Support Specialist Computer Services	08/15/20

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Nancy Mills	Administrative Assistant III Juanita K. Hammons Hall for Performing Arts	06/30/20
David Arnsmeier	Distributed User Supported Specialist College of Business	07/31/20
Brenda Meadows	Custodian I Plaster Student Union – Custodial	07/31/20
Ann Orzek	Mental Health Clinician Counseling Center	08/31/20
Phillip Secca	Senior Graphic Designer Access & Outreach Outreach – Marketing & Publications	08/31/20

**LAY-OFF:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Natalie Opitz	English Language Institute Instruction Specialist English Language Institute	06/30/20

**NON-REAPPOINTMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Melissa Ringer	Program Coordinator Project ACCESS	06/30/20

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Holly Calkins	Maintenance Electrician Facilities Maintenance	08/10/20 02/23/21

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Filip Garrett	From: Physician Medical Staff Magers Health & Wellness Center To: Staff Emeritus Magers Health & Wellness Center	Status Change	01/01/20
Mary Wardell	From: Physician Medical Staff Magers Health & Wellness Center To: Staff Emeritus Magers Health & Wellness Center	Status Change	05/01/20
Kerri Deal	From: Administrative Specialist III Advisement Center GR 13, \$30,097 annually To: Executive Assistant III Dean of Students GR 15, \$35,006 annually	Promotion	06/22/20
Joan Armstrong	Director, Project ACCESS Project ACCESS	Continuation of Appointment	07/01/20 06/30/21
Toni Bass	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Jesse Blades	Blindness Skills Specialist Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Russell Brock	Director of Agency for Teaching Leading & Learning Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Darla Butcher	Blindness Skills Specialist Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21

Non-academic Personnel Board Actions, cont'd.

Page 4

Cassandra Clark	VESTA Missouri Program Director College of Agriculture	Continuation of Appointment	07/01/20 06/30/21
Merica Clinkenbeard	MELL Instructional Specialist Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Marcia Dowdy	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Shanna Eidson	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Rhonda Franklin	From: Administrative Specialist II Magers Health & Wellness Center To: Staff Emeritus Magers Health & Wellness Center	Status Change	07/01/20
Kevin Freeman	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Edwin Garton	Instructional Technology Support Specialist Project ACCESS	Continuation of Appointment	07/01/20 06/30/21
Julie Germann	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Tracy Gross	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Susanna Hill	Positive Behavior Support Consultant Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Joi Hook	Accounting Specialist Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Jana Loge	Professional Learning Community Project Coordinator Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21

Non-academic Personnel Board Actions, cont'd.

Page 5

Lindsey Lovekamp	Autism Resource Specialist Project ACCESS	Continuation of Appointment	07/01/20 06/30/21
Megan Menton	Autism Resource Specialist Project ACCESS	Continuation of Appointment	07/01/20 06/30/21
Michelle Norgren	Project Director, VESTA College of Agriculture	Continuation of Appointment	07/01/20 06/30/21
Amy Phipps	Special Education Compliance Consultant Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Jordan Politte	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Andrea Rockney	Professional Developer Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Angela Rose	English Language Institute Instruction Specialist From: GR 42, \$34,500 annually (100% FTE) To: GR 42, \$25,875 annually (75% FTE)	Status Change & Salary Adjustment	07/01/20 06/30/21
Jeffrey Williams	Research Specialist Biology	Continuation of Appointment	07/01/20 06/30/21
Cheryl Wrinkle	Special Education Improvement Consultant Agency for Teaching Leading & Learning	Continuation of Appointment	07/01/20 06/30/21
Brandon Jenson	From: Planner Center for Resource Planning & Management GR 42, \$35,568 annually To: Associate Planner Center for Resource Planning & Management GR 43, \$42, 000 annually	Promotion	07/06/20

Non-academic Personnel Board Actions, cont'd.

Page 6

Sherry Jones	From: Academic Administrative Assistant II Mathematics GR 12, \$31,599 annually To: Academic Administrative Assistant III Biology GR 13, \$34,029 annually	Promotion	07/16/20
David Arnsmeier	From: Distributed User Support Specialist College of Business To: Staff Emeritus College of Business	Status Change	08/01/20
Joanna Mendez	Study Away Advisor Study Away From: GR 42, \$39,721 annually (100% FTE) To: GR 42, \$29,791 annually (75% FTE)		08/01/20
Clayton Odneal	From: Cellar Technician College of Agriculture-Mtn Grove To: Staff Emeritus College of Agriculture-Mtn Grove	Status Change	08/01/20
Connie Pyle	From: Nursing Coordinator Magers Health & Wellness Center To: Staff Emeritus Magers Health & Wellness Center		09/01/20

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



III.E.3.

MISSOURI STATE UNIVERSITY

BE IT RESOLVED by the Board of Governors for Missouri State University that the following employees in non-critical roles continue on 2/3 pay from June 1 through the dates indicated below.

<u>Name</u>	<u>Job Title</u>	<u>Department</u>	<u>End Date</u>
Abbey, Mike	Campus Safety Specialist	University Safety	7/5/2020
Broyles, Thora	Preparatory Math Specialist	West Plains	7/31/2020
Canella, John	Campus Safety Specialist	University Safety	7/5/2020
Cavitt, Anyta	Academic Advisor	Education Advisement	7/31/2020
Greer, Brenda	Custodian I	Custodial Services	7/5/2020
Mendez, Joanna	Study Away Advisor	Study Away	7/31/2020
Orzek, Ann	Mental Health Clinician	Counseling Center	7/31/2020
Plaster, Dan	Campus Safety Specialist	University Safety	7/5/2020

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

V.A.1.

### **Return to Campus Guide - Springfield**

The *Return to Campus Guide* is a living document. The most recent version of the guide can be found on the Missouri State website at:

<https://www.missouristate.edu/Coronavirus/return-to-campus-guide.htm>

V.A.2.a.

**OPTION #1 – MASKING IN ALL BUILDINGS, EXCEPT RESIDENCE HALLS,  
DINING HALLS & INDOOR EXERCISE FACILITIES**

**COVID-19 Masking Policy**

Effective July 16, 2020, the City of Springfield implemented an ordinance requiring individuals to wear face coverings when present in businesses or other facilities open to the public (“Ordinance”). Although the Ordinance exempts institutions of higher education, the Centers for Disease Control and Prevention (“CDC”) recommends that individuals cover their mouth and nose with a face covering that fastens below the chin (“Masks”) when around others.

Consistent with the Ordinance and CDC guidance, the University is implementing the following policy in order to prevent and/or slow the spread of COVID-19 among University community members. This policy is effective immediately and will continue through December 31, 2020, provided that the University President may modify the duration of this policy if needed.

**Applicability of Policy**

This policy applies to faculty, staff, students, and visitors, and requires all such individuals to wear Masks covering their mouth and nose as more specifically indicated below. This policy does not, however, apply to the Greenwood Laboratory School (“Greenwood”) or the Child Development Center (“CDC”). Rather, Greenwood and the CDC will each develop and implement their own masking policies, as approved by the Provost in consultation with the President.

**Masking Is Required in Most Buildings**

Masks are required to be worn in public spaces in all buildings on campus except for those buildings, or portions of buildings, for which an exception is expressly granted under this policy. For purposes of this policy, “public spaces” include hallways, elevators, stairwells, classrooms, restrooms, study areas, and other common areas.

Employees are not required to wear masks in their own, private offices within their departmental suites. Additionally, exceptions may be granted by the Provost for particular classes or other academic activities for which masking is impracticable or contraindicated, provided that reasonable alternative mitigation strategies are implemented.

**Masking Is Generally Not Required in the Residence Halls, Dining Halls, or Indoor Exercise Areas**

Masks are not required to be worn in residence halls, university apartments, dining halls (including, for purposes of this policy, the Union Club, the Plaster Student Union food court, the Meyer Library food court, and the Glass Hall food court), Foster Recreation Center, or Hammons Student Center.

While these buildings are generally exempted from the masking requirements of this policy, university departments within those buildings may require that masks be worn within their suites, common areas, workspaces, conference rooms, and/or individual offices. These departments will post signage communicating the masking requirements for their areas.

## **Masking May be Required at Certain Activities and Events**

Masks may also be required to be worn at certain University activities or events that present a higher risk of transmission and/or where physical distancing of at least six feet is not feasible. In such instances, signage will be posted communicating applicable masking requirements.

## **Masking Is Not Required Outside**

Individuals may choose to wear masks while outside on campus, but are not required to do so.

## **Types and Availability of Masks**

While disposable surgical masks and N95 respirators satisfy the requirements of this policy, due to the shortage of personal protective equipment (“PPE”) for healthcare workers and other first responders, the University does not encourage their use by members of the University community.

Rather, individuals are encouraged to wear washable cloth face coverings, consistent with:

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html>  
and/or

<https://www.who.int/emergencies/diseases/novel-coronavirus-2019/question-and-answers-hub/q-a-detail/q-a-on-covid-19-and-masks>

Such cloth face coverings will be provided at no cost to all employees through their cost center. Additionally, a limited number of cloth face coverings will be provided to designated locations and made available to students at no cost.

In lieu of masking, faculty members are permitted to wear face shields while in the classroom, provided that the faculty member is able to maintain at least six (6) feet of distance from all students. Such face shields will be provided to faculty members by their colleges at no cost.

## **Exceptions to Masking Requirements**

In the event that an individual cannot wear a Mask due to an underlying disability, they may initiate the University’s interactive accommodations process in order to request a “reasonable accommodation. Students who wish to request an accommodation may contact the Disability Resource Center, located in Meyer Library, Suite 111, and available at [DRC@MissouriState.edu](mailto:DRC@MissouriState.edu); (417) 836-4192; or TTY (417) 836-2792. Employees who wish to request an accommodation may contact the Deputy Compliance Officer, located in Carrington Hall, Suite 205, and available at [JuliaHolmes@MissouriState.edu](mailto:JuliaHolmes@MissouriState.edu); (417) 836-6755; or Relay Missouri at 711 or (800) 676-3777.

## **Enforcement of Masking Requirements**

Students who have not been granted an accommodation and who refuse to wear a mask while in the classroom or other academic settings are subject to administrative withdrawal, consistent with Op3.04-11 Class Disruption. Additionally, students who fail to comply with this policy in areas outside the classroom or other academic settings are subject to disciplinary action consistent with

the Code of Student Rights and Responsibilities.

Employees who have not been granted an accommodation and who refuse to comply with this policy are subject to disciplinary action up to and including dismissal.

### **Conflict With Other University Policies**

Notwithstanding the masking prohibitions set forth in G5.02 Expressive Activity Policy and Op1.01-1 University Rules for Speakers and Facilities Usage, individuals engaging in expressive activity on campus may wear masks that cover their mouths and noses as long as this policy remains in effect.

V.A.2.b.

**OPTION #2 – MASKING IN ALL BUILDINGS, WITH ACTIVITY CARVE-OUTS  
FOR EATING, EXERCISING, RESIDENCE HALL ROOMS**

**COVID-19 Masking Policy**

Effective July 16, 2020, the City of Springfield implemented an ordinance requiring individuals to wear face coverings when present in businesses or other facilities open to the public (“Ordinance”). Although the Ordinance exempts institutions of higher education, the Centers for Disease Control and Prevention (“CDC”) recommends that individuals cover their mouth and nose with a face covering that fastens below the chin (“Masks”) when around others.

Consistent with the Ordinance and CDC guidance, the University is implementing the following policy in order to prevent and/or slow the spread of COVID-19 among University community members. This policy is effective immediately and will continue through December 31, 2020, provided that the University President may modify the duration of this policy if needed.

**Applicability of Policy**

This policy applies to faculty, staff, students, and visitors, and requires all such individuals to wear Masks covering their mouth and nose as more specifically indicated below. This policy does not, however, apply to the Greenwood Laboratory School (“Greenwood”) or the Child Development Center (“CDC”). Rather, Greenwood and the CDC will each develop and implement their own masking policies, as approved by the Provost in consultation with the President.

**Masking is Required in All Buildings on Campus**

Masks are required to be worn in all buildings on campus, including in hallways, elevators, stairwells, classrooms, restrooms, study areas, departmental suites, and other common areas.

Employees are not required to wear masks in their own, private offices within their departmental suites. Additionally, exceptions may be granted by the Provost for particular classes or academic activities for which masking is impracticable or contraindicated, provided that reasonable alternative mitigation strategies are implemented.

**Exceptions to Indoor Masking Requirements**

While masks are required to be worn in all buildings on campus, they are not required in the following circumstances:

- While eating in a dining hall (including the Plaster Student Union food court, or the Union Club, the Meyer Library food court, and the Glass Hall food court);
- While inside residential rooms within the residence halls;
- While inside apartments located within university apartment buildings; or
- While exercising at indoor campus exercise facilities, including at Foster Recreation Center, Hammons Student Center, Plaster Stadium, or McDonald Hall.

For the avoidance of doubt, masks must still be worn while entering or exiting a dining hall (including the PSU food court, the Union Club, the Meyer Library food court, and the Glass Hall

food court) and while waiting to obtain food in such locations.

Similarly, with respect to indoor campus exercise facilities, masks must be worn while entering or exiting an indoor campus exercise facility, and while utilizing other the common areas of such facilities (including restrooms, locker rooms, stairwells, elevators, and lobbies).

### **Masking May be Required at Certain Activities and Events**

Masks may also be required to be worn at certain University activities or events that present a higher risk of transmission and/or where physical distancing of at least six feet is not feasible. In such instances, signage will be posted communicating applicable masking requirements.

### **Masking Is Not Required Outside**

Individuals may choose to wear masks while outside on campus, but they are not required to do so.

### **Types and Availability of Masks**

While disposable surgical masks and N95 respirators satisfy the requirements of this policy, due to the shortage of personal protective equipment (“PPE”) for healthcare workers and other first responders, the University does not encourage their use by members of the University community.

Rather, individuals are encouraged to wear washable cloth face coverings, consistent with: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html> and/or <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/question-and-answers-hub/q-a-detail/q-a-on-covid-19-and-masks>

Such cloth face coverings will be provided at no cost to all employees through their cost center. Additionally, a limited number of cloth face coverings will be provided to designated locations and made available to students at no cost.

In lieu of masking, faculty members are permitted to wear face shields while in the classroom, provided that the faculty member is able to maintain at least six (6) feet of distance from all students. Such face shields will be provided to faculty members by their colleges at no cost.

### **Exceptions to Masking Requirements**

In the event that an individual cannot wear a Mask due to an underlying disability, they may initiate the University’s interactive accommodations process in order to request a “reasonable accommodation. Students who wish to request an accommodation may contact the Disability Resource Center, located in Meyer Library, Suite 111, and available at [DRC@MissouriState.edu](mailto:DRC@MissouriState.edu); (417) 836-4192; or TTY (417) 836-2792. Employees who wish to request an accommodation may contact the Deputy Compliance Officer, located in Carrington Hall, Suite 205, and available at [JuliaHolmes@MissouriState.edu](mailto:JuliaHolmes@MissouriState.edu); (417) 836-6755; or Relay Missouri at 711 or (800) 676-3777.

### **Enforcement of Masking Requirements**

Students who have not been granted an accommodation and who refuse to wear a mask while in the classroom or other academic settings are subject to administrative withdrawal, consistent with Op3.04-11 Class Disruption. Additionally, students who fail to comply with this policy in areas outside the classroom or other academic settings are subject to disciplinary action consistent with the Code of Student Rights and Responsibilities.

Employees who have not been granted an accommodation and who refuse to comply with this policy are subject to disciplinary action up to and including dismissal.

### **Conflict With Other University Policies**

Notwithstanding the masking prohibitions set forth in G5.02 Expressive Activity Policy and Op1.01-1 University Rules for Speakers and Facilities Usage, individuals engaging in expressive activity on campus may wear masks that cover their mouths and noses as long as this policy remains in effect.



**RECOMMENDED ACTION – Ratification of COVID-19 Masking Policy – Option #1.**

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

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

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

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

**WHEREAS**, on March 16, 2020, the Mayor of the City of Springfield, Missouri declared a civil emergency due to the public health threat posed by COVID-19, which is easily spread among people through direct or close proximate contact;

**WHEREAS**, in order to prevent and/or reduce the transmission of COVID-19, the Centers for Disease Control and Prevention (“CDC”) and the World Health Organization (“WHO”) recommends that individuals cover their mouth and nose with a face covering that fastens below the chin when around others;

**WHEREAS**, in response to COVID-19, effective July 16, 2020, the City of Springfield implemented an ordinance requiring individuals to wear face coverings when present in businesses or other facilities open to the public (“Ordinance”); and

**WHEREAS**, although the Ordinance exempts institutions of higher education, consistent with CDC and WHO guidance, Administration determined it to be in the best interest of the University to implement the attached COVID-19 Masking Policy – Option #1 for the Fall 2020 academic semester; and

**WHEREAS**, Administration requests that the Board of Governors ratify the COVID-19 Masking Policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the “COVID-19 Masking Policy, Option #1” is hereby ratified.

**VOTE:**      **AYE**\_\_\_\_\_

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

**Notes:**

This policy requires faculty, staff, students, and visitors to wear masks covering their nose and mouth in all buildings on campus **except for residence halls, dining halls (including the Union Club, the Plaster Student Union food court, the Meyer Library food court, and the Glass Hall food court), or indoor exercise facilities (including Foster Recreation Center and Hammons Student Center).**

- Specifically, masks must be worn in the public spaces of buildings (e.g., hallways, elevators, stairwells, classrooms, restrooms, study areas, and other common areas).
- Employees are not required to wear masks in their own offices within their departmental suites.
- Exceptions may be granted by the Provost for particular academic activities for which masking is impracticable and alternative mitigation strategies are implemented.
- Masks must also be worn in **designated higher risk areas** (e.g., BearLine shuttles).
- Within buildings wear masking is not required, university departments may require that masks be worn within their suites, common areas, workspaces, conference rooms, and/or offices.
- Masking may be required at **certain designated University events or activities.**

Availability of Masks

Cloth face coverings will be provided at no cost to all employees through their cost center. A limited number of cloth face coverings will also be made available to students at no cost.

Exceptions to Masking Requirements

Individuals who cannot wear a mask due to an underlying disability may seek an accommodation through the University's existing disability accommodation processes.

Enforcement of Masking Requirements

Students who refuse to comply with masking requirements may be administratively withdrawn from a course (if the refusal occurs in the classroom or academic activity) and/or are subject to discipline under the Student Conduct Process.

Employees who refuse to comply with masking requirements are subject to disciplinary action under current disciplinary action processes.

Effective Date

This policy is effective August 10, 2020 through December 31, 2020, unless modified.

**RECOMMENDED ACTION – Ratification of COVID-19 Masking Policy – Option #2.**

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

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

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

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

**WHEREAS**, on March 16, 2020, the Mayor of the City of Springfield, Missouri declared a civil emergency due to the public health threat posed by COVID-19, which is easily spread among people through direct or close proximate contact;

**WHEREAS**, in order to prevent and/or reduce the transmission of COVID-19, the Centers for Disease Control and Prevention (“CDC”) and the World Health Organization (“WHO”) recommends that individuals cover their mouth and nose with a face covering that fastens below the chin when around others;

**WHEREAS**, in response to COVID-19, effective July 16, 2020, the City of Springfield implemented an ordinance requiring individuals to wear face coverings when present in businesses or other facilities open to the public (“Ordinance”); and

**WHEREAS**, although the Ordinance exempts institutions of higher education, consistent with CDC and WHO guidance, Administration determined it to be in the best interest of the University to implement the attached COVID-19 Masking Policy – Option #2 for the Fall 2020 academic semester; and

**WHEREAS**, Administration requests that the Board of Governors ratify the COVID-19 Masking Policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the “COVID-19 Masking Policy – Option #2” is hereby ratified.

**VOTE:**      **AYE**\_\_\_\_\_

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

## V.A.2.c. – Option 2

### **Notes:**

This policy requires faculty, staff, students, and visitors to wear masks covering their nose and mouth **in all buildings on campus**, including in hallways, elevators, stairwells, classrooms, restrooms, study areas, and other common areas.

- Employees are not required to wear masks in their own offices within their departmental suites.
- Exceptions may be granted by the Provost for particular academic activities for which masking is impracticable and alternative mitigation strategies are implemented.
- Masking is not required during certain activities, including:
  - While eating in a dining hall (including the PSU food court, the Union Club, etc.);
  - While inside residential rooms within the residence halls;
  - While inside apartments located within university apartment buildings; or
  - While exercising at indoor campus exercise facilities, including at Foster Recreation Center, Hammons Student Center, Plaster Stadium, or McDonald Hall.
- Masks must also be worn in **designated higher risk areas** (e.g., BearLine shuttles).
- Within buildings wear masking is not required, university departments may require that masks be worn within their suites, common areas, workspaces, conference rooms, and/or offices.
- Masking may be required at **certain designated University events or activities**.

### Availability of Masks

Cloth face coverings will be provided at no cost to all employees through their cost center. A limited number of cloth face coverings will also be made available to students at no cost.

### Exceptions to Masking Requirements

Individuals who cannot wear a mask due to an underlying disability may seek an accommodation through the University's existing disability accommodation processes.

### Enforcement of Masking Requirements

Students who refuse to comply with masking requirements may be administratively withdrawn from a course (if the refusal occurs in the classroom or academic activity) and/or are subject to discipline under the Student Conduct Process.

Employees who refuse to comply with masking requirements are subject to disciplinary action under current disciplinary action processes.

### Effective Date

This policy is effective August 10, 2020 through December 31, 2020, unless modified.

V.A.3.

**RECOMMENDED ACTION** – Approval of COVID-19 Testing Policy

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

**WHEREAS**, COVID-19 testing is a critical piece of the university’s plan to safely reopen campus for the fall semester; and

**WHEREAS**, the university has developed a plan for campus testing and procured COVID-19 testing capacity that align with the plan; and

**WHEREAS**, the university anticipates receiving reimbursement for the costs of COVID-19 testing through local, state, or federal grant funds received under one or more of the coronavirus relief and stimulus packages enacted by the federal government; and

**WHEREAS**, the university’s testing plan is described in the attached COVID-19 Testing Policy and the board desires to establish this plan and policy before classes resume.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University that the COVID-19 Testing Policy attached hereto be approved.

**VOTE:**      **AYE** \_\_\_\_\_

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

# COVID-19 Testing Policy

Missouri State University is implementing the following policy in order to detect COVID-19 infection among students, faculty and staff, and prevent and/or reduce additional exposure and infection.

## Type of COVID-19 testing

All university COVID-19 testing referenced in this policy is polymerase chain reaction (PCR) testing. Information about PCR testing and other kinds of COVID-19 testing can be found on the [Springfield-Greene County Health Department's webpage](#).

## Testing for students, faculty and staff with COVID-19 symptoms

If you are experiencing unexplained symptoms of COVID-19, you should be assessed by a physician. Symptoms may include:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Additional information about COVID-19 symptoms can be found on the [CDC symptoms webpage](#).

Options for assessment by a physician include:

- Contact Magers at [417-836-4000](tel:417-836-4000).
- After hours, contact the Mercy Nurse On-Call at 417-820-6055.
- Contact your primary care provider.
- In case of medical emergency, go to a local hospital emergency room or call 911.

Your physician will determine whether you should be tested for COVID-19 and, if so, the process you should follow to be tested.

COVID-19 testing is available on campus at Magers for students, faculty and staff who have been referred by a physician for testing. If you have insurance, your insurance company will be billed for the test. If you do not have insurance or if your insurance does not pay for the entire cost of the test, the university will not bill you for the balance.

Additional information about testing, including information about other testing locations in the Springfield area, can be found on the [Springfield-Greene County Health Department's webpage](#).

## **Mandatory testing upon campus arrival**

Upon their arrival to campus, student-athletes, certain athletics staff, residence hall staff, and anyone having traveled internationally within the past 14 days will be required to undergo COVID-19 testing. If such students, faculty or staff refuse to undergo COVID-19 testing, they will be required to quarantine for 14 days from the date they arrived on campus.

All COVID-19 tests referenced in this section will be administered at no cost to the student, faculty or staff member being tested.

## **Other testing**

The university may authorize additional COVID-19 testing in other situations before or during the fall semester.

## **Test results and analysis**

The University will notify individuals of their test result as soon as possible after receiving the result from the laboratory.

All students, faculty and staff who test positive for COVID-19 through a test not administered by the university must immediately notify the COVID-19 reporting line by email at [COVID19@missouristate.edu](mailto:COVID19@missouristate.edu) or by phone at 417-837-3737. Additionally, all students, faculty and staff who are informed by a physician or public health official that they must quarantine or isolate must immediately notify the COVID-19 reporting line.

The University will maintain confidentiality of all test results, but will provide limited information about individuals who tested positive for COVID-19 to the university's emergency preparedness manager and the Springfield-Greene County Health Department as required by law. Demographic information without personal identifiers will be analyzed for trends and risks to groups in which additional testing may be warranted.

V.B.1.

### **Return to Campus Guide – West Plains**

The *Return to Campus Guide* is a living document. The most recent version of the guide can be found on the Missouri State West Plains website at:

<https://wp.missouristate.edu/Coronavirus/guide-returning-to-campus.htm>



## VII.C.

### **Missouri State University is now a member of the Missouri 2021 Bicentennial Alliance**



#### **Missouri and MSU: A shared past. A vision for the future.**

To commemorate the Missouri Bicentennial, The MSU Alumni Association will host a series of publicly available webinars beginning January 2021 to explore and contemplate what's next for our state. Missouri and MSU: A shared past. A vision for the future. will examine topics important to the growth of Missouri – including agriculture, diversity and inclusion, education trends, health care,

Missouri caves, and technology – and explore how MSU and its partners will impact the state today, tomorrow and for decades to come.

Below is a listing of topic areas we are discussing with the noted partners, all of whom have confirmed their participation in this project.

---

#### January 2021

##### **Changing Lives Through Technology, Science and Innovation**

Partner: Allen Kunkel, JVIC

#### March 2021

##### **Valuing the Inclusion of Diversity**

Partner: H. Wes Pratt, Chief Diversity Officer

#### May 2021

##### **Educating Health Professionals: Plotting the Future by Understanding Missouri's Past**

Partner: Dr. Mark Smith, Dean, McQueary College of Health and Human Services

#### July 2021

##### **Missouri Music, Past and Present**

Partner: MSU faculty, Dr. Daniel Ketter, assistant professor and Emlyn Johnson, instructor; and The American Wild Ensemble

#### September 2021

##### **Exploring Teacher Education**

Partner: Dr. David Hough, Dean, College of Education

#### November 2021

##### **The Deep Dark Secrets of the Cave State**

Partner: Dr. Toby Dogwiler, Head, Department of Geology, Geography and Planning

#### December 2021

##### **Missouri's Rich History in Wine and Grape Research**

Partner: Dr. Ron Del Vecchio, Dean, William H. Darr College of Agriculture

VIII.A.

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2019 TO 06/30/2020

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2019 TO 06/30/2020	TOTAL 07/01/2018 TO 06/30/2019
ALUMNI	\$49,840	\$5,222,903	\$672,836	\$76,524	\$422,549	\$6,444,652	\$3,863,885
FRIENDS	14,020	3,038,919	369,991	32,933	398,686	\$3,854,549	5,064,902
PARENTS	2,190	123,539	11,535	1,620	34,400	\$173,284	212,106
FOUNDATIONS	950	2,830,583	59,878	0	0	\$2,891,411	1,112,226
ORGANIZATIONS	16,889	1,238,618	3,623,126	4,000	8,400	\$4,891,033	1,942,911
BUSINESSES	19,642	1,225,843	93,335	2,204,567	865,672	\$4,409,059	7,874,834
<b>GIFT TOTAL</b>	<b>\$103,531</b>	<b>\$13,680,405</b>	<b>\$4,830,701</b>	<b>\$2,319,644</b>	<b>\$1,729,707</b>	<b>\$22,663,988</b>	<b>\$20,070,864</b>

\*Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2019, income received from athletics seat assessments and suites are no longer tax deductible.  
 Income received for seat assessments and suites is included in this column.

DEFERRED GIFT COMMITMENTS

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2019 TO 06/30/2020	TOTAL 07/01/2018 TO 06/30/2019
DEFERRED GIFTS	25,000	225,000	22,536,061	1,750,000	\$ 24,536,061	\$ 4,107,522

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$ \$65.7M

	NUMBER OF DONORS 7/1/2019 TO 06/30/2020	NUMBER OF DONORS 7/1/2018 TO 06/30/2019
ALUMNI	5,591	6,131
FRIENDS	11,004	11,468
PARENTS	1,204	1,439
FOUNDATIONS	53	61
ORGANIZATIONS	282	243
BUSINESSES	793	1,027
<b>TOTAL</b>	<b>18,927</b>	<b>20,369</b>

**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 June		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 19	5,441	\$189,986	104	\$573,741	5,545	\$763,727	67,416	\$8,383,937	FY 19
	<b>FY 20</b>	5,855	\$191,778	110	\$496,688	5,965	\$688,466	69,138	\$7,224,055	<b>FY 20</b>
<b>Special Campaigns</b>	FY 19	25	\$4,870	12	\$332,950	37	\$337,820	1,522	\$5,185,575	FY 19
	<b>FY 20</b>	16	\$4,040	4	\$261,827	20	\$265,867	1,284	\$7,468,956	<b>FY 20</b>
<b>One Time Gifts</b>	FY 19	0	\$0	8	\$33,775	8	\$33,775	138	\$6,501,352	FY 19
	<b>FY 20</b>	0	\$0	7	\$8,575	7	\$8,575	112	\$7,970,977	<b>FY 20</b>
<b>TOTALS</b>	FY 19	5,466	\$194,856	124	\$940,466	5,590	\$1,135,322	69,076	\$20,070,864	FY 19
	<b>FY 20</b>	5,871	\$195,818	121	\$767,090	5,992	\$962,908	70,534	\$22,663,988	<b>FY 20</b>



**EXTERNALLY FUNDED RESEARCH & PROJECTS REPORT**  
**PREPARED BY THE OFFICE OF RESEARCH ADMINISTRATION**  
**FISCAL YEAR (FY) 2020**

Externally sponsored grants and contracts enhance the capacity for the University to achieve its mission through education, research, and service projects. External funding enables faculty and staff to address the needs of communities, schools, and businesses throughout southwest Missouri and beyond.

In 2019-2020, Missouri State University was awarded a record \$45,264,259 to support projects in research, education and service. Of that amount, a total of \$15,547,815 came from CARES Act funding. A total of 348 proposals were submitted.

2020

<b>SUMMARY OF SPONSORED RESEARCH &amp; PROGRAMS ACTIVITY</b>		
<b>Key Indicators</b>	<b>FY2020 Activity</b>	<b>% Change from FY2019</b>
Proposals Submitted	348	4%
Funds Requested	\$73,236,683	53%
Named Investigators	103	-3%
Grants & Contracts Awarded	289	-1%
Funds Awarded	\$45,264,259	38%

**FY 2020 PROJECT HIGHLIGHTS**

Faculty and staff from across many areas of the University complete incredible and unique projects due in part to the external funding they receive. The following is a sampling of grants and contracts awarded in fiscal year 2020:

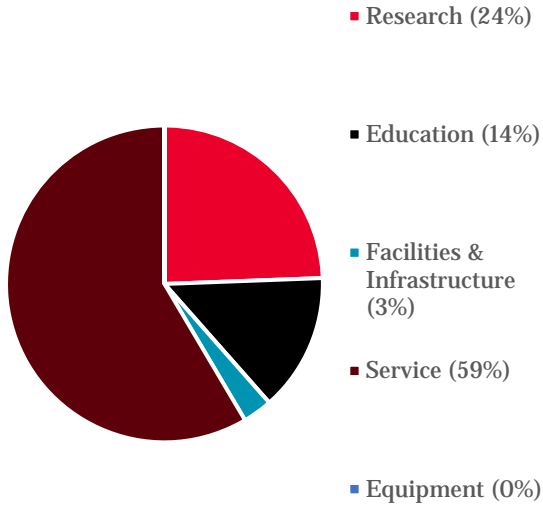
- **Andrea Hellman**, Associate Professor of English, received **\$505,036** from the **U.S. Department of Education**. The overarching goal of the iELT-Ozarks project is to provide access to affordable, customizable, state-of-the-art English language teacher training to better the educational outcomes of the language minority student population within the Ozarks region. The project builds partnerships with three local educational agencies to make available coursework and clinical field experiences required for the Missouri K-12 English Language Learner (ELL) endorsement to in-service teachers within the partner districts and other high-need districts within the region that serve ELLs and have a shortage of highly qualified ELL specialists.
- **Russell Brock**, Director of the Agency for Teaching, Leading and Learning, received **\$1,520,000** from the **U.S. Department of Education** through the **Missouri Department of Elementary and Secondary Education**. Activities supported by this contract provide additional training to field staff who might be involved in supporting districts and schools in their region. Activities require the use of state developed materials that are evidence-based and support students in regular and specialized classroom settings. Additional activities are focused on helping districts understand and meet federal program compliance requirements.

- **Laszlo Kovacs**, Professor of Biology, received **\$125,675** from the **National Science Foundation** via **Saint Louis University**. This study focuses on the genetic and molecular basis of communication between the rootstock and the scion in grapevine and how that communication enables the grafted plant to adapt to the environment.
- **Dorothy Wittorff-Sandgren**, Community Development Coordinator and **Jason Ray**, Director of the Center for Resource Planning and Management, received **\$380,133** from the **U.S. Department of Homeland Security** through the **Missouri Department of Public Safety, Office of Homeland Security**. Activities supported by this contract support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. It will provide funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
- **Allen Kunkel**, Associate VP for Economic Development & Director of JVIC, received **\$1,250,000** from the **U.S. Department of Commerce**. This project is an expansion of the existing eFactory facility, which includes expanding within the existing Robert W. Plaster Free Enterprise Center through additional infill construction. Specifically, this project will create 6,984 square feet of additional leasable tenant space, plus an additional 9,778 square feet of dedicated eFactory conference, collaboration and flex space. With this expansion, we will be able to serve over 60 companies in the facility.
- **Quinton Phelps**, Assistant Professor of Biology, received **\$152,000.61** from the **Virginia Department of Game and Inland Fisheries**. The objectives of this study are to evaluate the natal origin of Northern Snakehead and tributary contributions by Virginia tributaries to the Potomac River basin population and to determine factors affecting recruitment variability of Northern Snakehead in the Potomac River basin and associated tributaries. The knowledge gained should help provide managers opportunities to develop effective control measures and better understand the biology and ecology of this potentially invasive predator.
- **Dennis Lancaster**, Dean of Academic Affairs on the West Plains Campus, received **\$253,540** from the **U.S. Department of Labor** through the **Missouri Department of Higher Education and Workforce Development** to meet the demand for registered nurses in south central Missouri. The GOCCARE program will increase the number of registered nurses graduating through an online MSU-WP LPN-to-RN bridge program by 20 annually and build capacity to double the number of registered nurses graduating from the nursing program. In addition, it will significantly increase the number of RNs choosing to work in south central Missouri and across the state.
- **Kris Grbac**, Director of the Newborn Hearing Screening Project, received **\$45,927** from the **Missouri Department of Health and Senior Services**. The purpose of the project is to provide the Missouri Department of Health and Senior Services Newborn Hearing Screening Program with audiological consultation services. Activities are designed to assist hospitals with maintaining quality newborn hearing screening programs and to provide the oversight office with audiological consult.
- **Robert Pavlowsky**, Director of the Ozarks Environmental and Water Resources Institute, received **\$256,589**, from the **U.S. Environmental Protection Agency**, through the **Missouri Department of Natural Resources**. The project will develop a watershed management plan for Lake Taneycomo and involve a partnership with the Ozarks Water Watch. It will include water quality monitoring and modeling, assessment of bank erosion and lake sedimentation, stakeholder/community meetings, water quality concerns survey of the public, and training for three graduate students.

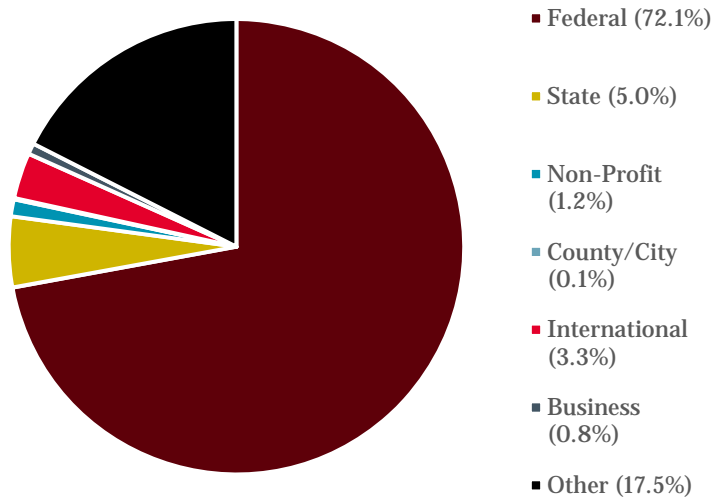
#### FY 2020 EXTERNAL FUNDING SUMMARY & TRENDS

In FY2020, federal agencies remained the leading source of grants and contracts. State and non-profit sponsors provided the next largest sources of funding. Our project types have been diverse with the majority being service projects, followed by research and then education.

## AWARDS BY PROJECT TYPE

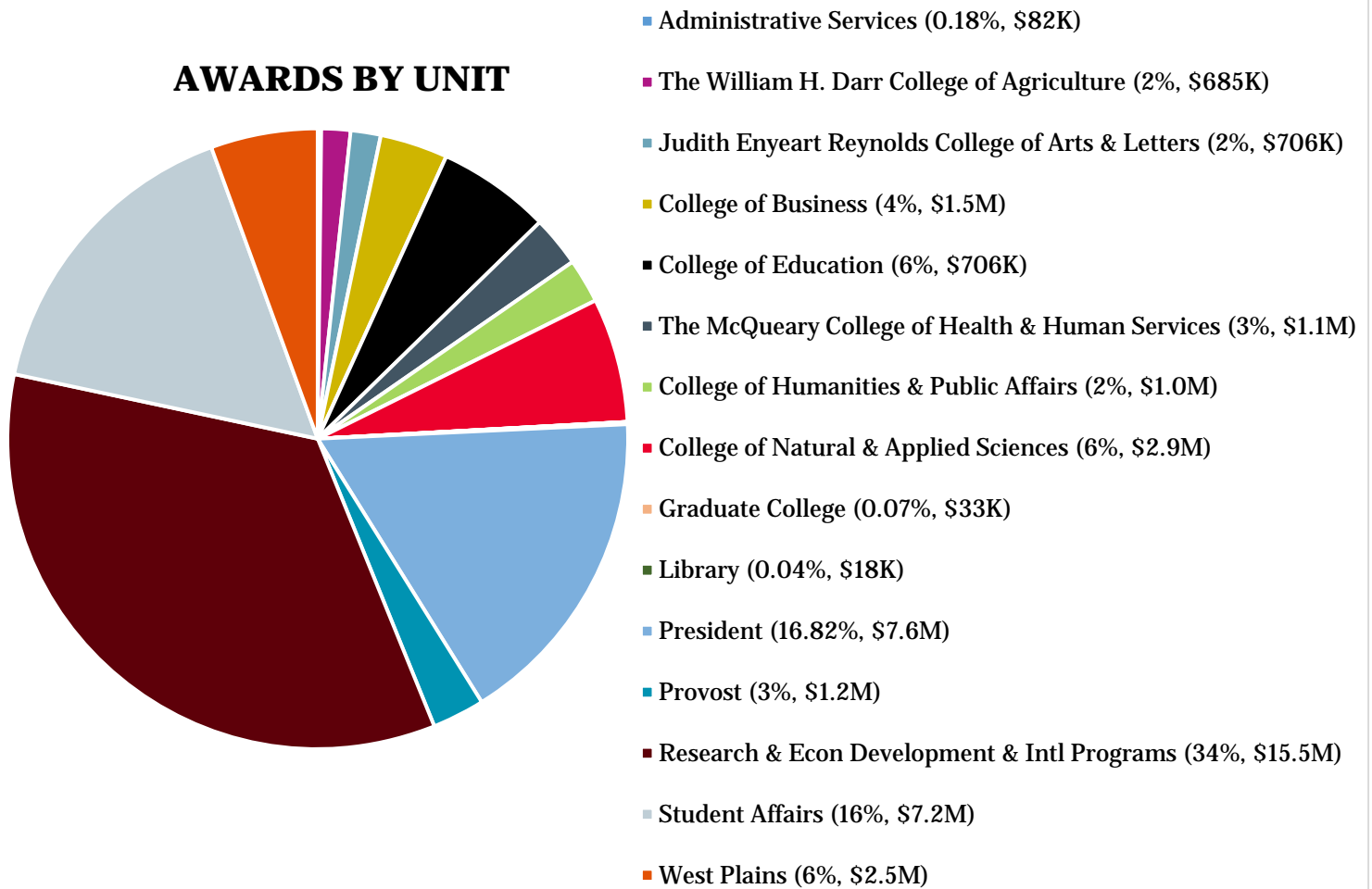


## AWARDS BY SPONSOR TYPE



Nine of Missouri State's major units exceeded \$1 million in annual award funding, and University centers continued to be instrumental in acquiring external funding, with approximately \$16.4 million of the total funds awarded in FY 2020.

## AWARDS BY UNIT



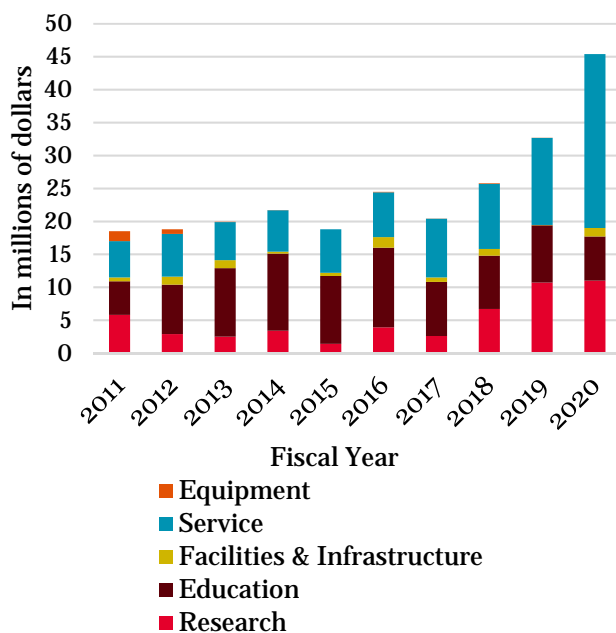
Missouri State University met its 2019-2020 Action Plan’s Research Administration goals:

- Maintain external funding through private support, grants and sponsored contracts of \$40 million or more annually (\$45.3 million from Research Administration and \$22.7 million through the Foundation)
- Maintain the number of grant and contract proposals submitted for external funding through the Office of Research Administration

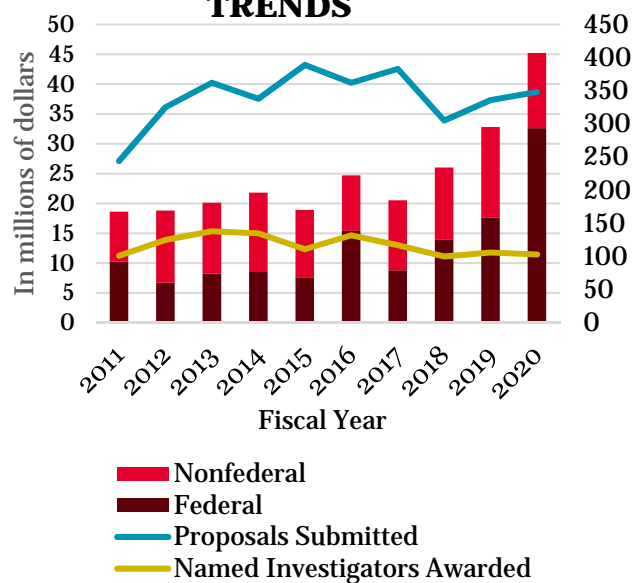
Over the last 8 years, faculty and staff have consistently submitted more than 300 proposals annually.

<b>HISTORY OF SPONSORED RESEARCH &amp; PROGRAMS ACTIVITY</b>					
<b>Fiscal Year</b>	<b>Proposals Submitted</b>	<b>Named Investigators Awarded</b>	<b>Total Awards</b>	<b>Total Requested (millions)</b>	<b>Total Awarded (millions)</b>
2011	244	101	153	\$65.70	\$18.70
2012	325	125	245	\$38.00	\$18.90
2013	362	138	289	\$32.40	\$20.10
2014	338	135	289	\$33.50	\$21.90
2015	389	111	297	\$52.70	\$19.00
2016	362	132	288	\$54.50	\$24.70
2017	383	117	285	\$54.20	\$20.50
2018	305	100	258	\$56.95	\$26.05
2019	336	106	292	\$48.01	\$32.80
2020	348	103	289	\$73.20	\$45.30

**PROJECT TYPE HISTORY**



**EXTERNAL FUNDING TRENDS**



**Missouri State University FY2020 Grant/Contract Activity by Unit**

The numbers of faculty and staff applying and awarded grants and contracts by each unit is presented below. The College of Natural and Applied Sciences had the largest number (44) of faculty apply for external funding and the largest number (48) of awards, based on credit sharing values. The Center for Applied Science and Engineering obtained the highest value of funding (\$8M) of any center, department, or unit.

**Missouri State University  
FY 20 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	3	0	3	0	4	3	\$ 82,014	4	3	\$ 82,014
The William H. Darr College of Agriculture	1	9	2	5	22	20	\$ 495,948	18	16	\$ 495,948
Center for Grapevine Biotechnology	0	1	0	1	1	2	\$ 183,928	1	2	\$ 183,928
Mid-America Viticulture & Enology Center	1	1	1	1	6	4	\$ 5,807	6	4	\$ 5,807
Judith Enyeart Reynolds College of Arts & Letters	0	4	0	5	8	9	\$ 654,200	8	9	\$ 654,200
Center for Dispute Resolution	0	1	0	1	4	4	\$ 34,527	4	4	\$ 34,527
Center for Writing in College, Career, & Community	0	1	0	1	4	3	\$ 17,687	3	3	\$ 17,687
College of Business	0	2	0	3	4	5	\$ 1,592,111	4	5	\$ 1,592,111
Center for Project Innovation & Management	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Education	3	11	3	2	29	15	\$ 775,981	23	15	\$ 775,981
Agency for Teaching, Leading and Learning	1	1	3	1	10	12	\$ 1,883,555	9	9	\$ 1,883,555
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	19	2	12	42	30	\$ 1,191,084	34	29	\$ 1,191,084
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	3	0	1	3	1	\$ 8,950	1	1	\$ 8,950
Center for Archaeological Research	1	1	1	1	29	25	\$ 1,031,510	19	16	\$ 1,031,510
Center for Community Engagement	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	3	44	4	23	88	48	\$ 2,347,869	69	36	\$ 2,168,810
Bull Shoals Field Station	0	1	0	1	2	2	\$ 16,283	2	2	\$ 16,283
Center for Resource Planning & Management	4	0	4	0	21	21	\$ 225,397	15	15	\$ 247,269
Ozark Environmental Water Research Institute	1	1	1	1	18	16	\$ 508,906	10	10	\$ 494,631
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	1	0	1	2	2	\$ 33,803	2	2	\$ 33,803
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	1	0	1	2	1	\$ 18,000	2	1	\$ 18,000
President	2	0	1	0	3	2	\$ 7,611,403	3	2	\$ 7,611,403
Provost	1	3	1	2	14	14	\$ 907,973	14	14	\$ 1,079,435
Ozarks Public Health Institute	0	1	0	1	2	1	\$ 20,556	2	1	\$ 20,556
Southwest Missouri Area Health Education Center	1	0	1	0	10	11	\$ 306,342	10	11	\$ 306,342
Research & Economic Development	4	0	5	0	27	27	\$ 3,384,511	27	27	\$ 3,384,511
Center for Applied Science & Engineering	2	0	2	0	7	5	\$ 8,024,367	6	5	\$ 8,024,367
Center for Biomedical & Life Sciences	0	1	0	1	8	7	\$ 214,495	8	7	\$ 214,495
International Leadership & Training Center	1	0	1	0	4	4	\$ 2,794,011	4	4	\$ 2,794,011
Jordan Valley Innovation Center	1	0	1	0	14	13	\$ 829,568	14	13	\$ 829,568
Small Business Development & Technology Center	1	0	1	0	7	7	\$ 297,594	7	7	\$ 297,594
Student Affairs	3	0	3	0	3	3	\$ 7,255,344	3	3	\$ 7,255,344
West Plains	4	5	4	3	18	13	\$ 2,510,536	16	13	\$ 2,510,536
<b>TOTAL</b>	<b>41</b>	<b>112</b>	<b>44</b>	<b>68</b>	<b>416</b>	<b>330</b>	<b>\$ 45,264,259</b>	<b>348</b>	<b>289</b>	<b>\$ 45,264,259</b>

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

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

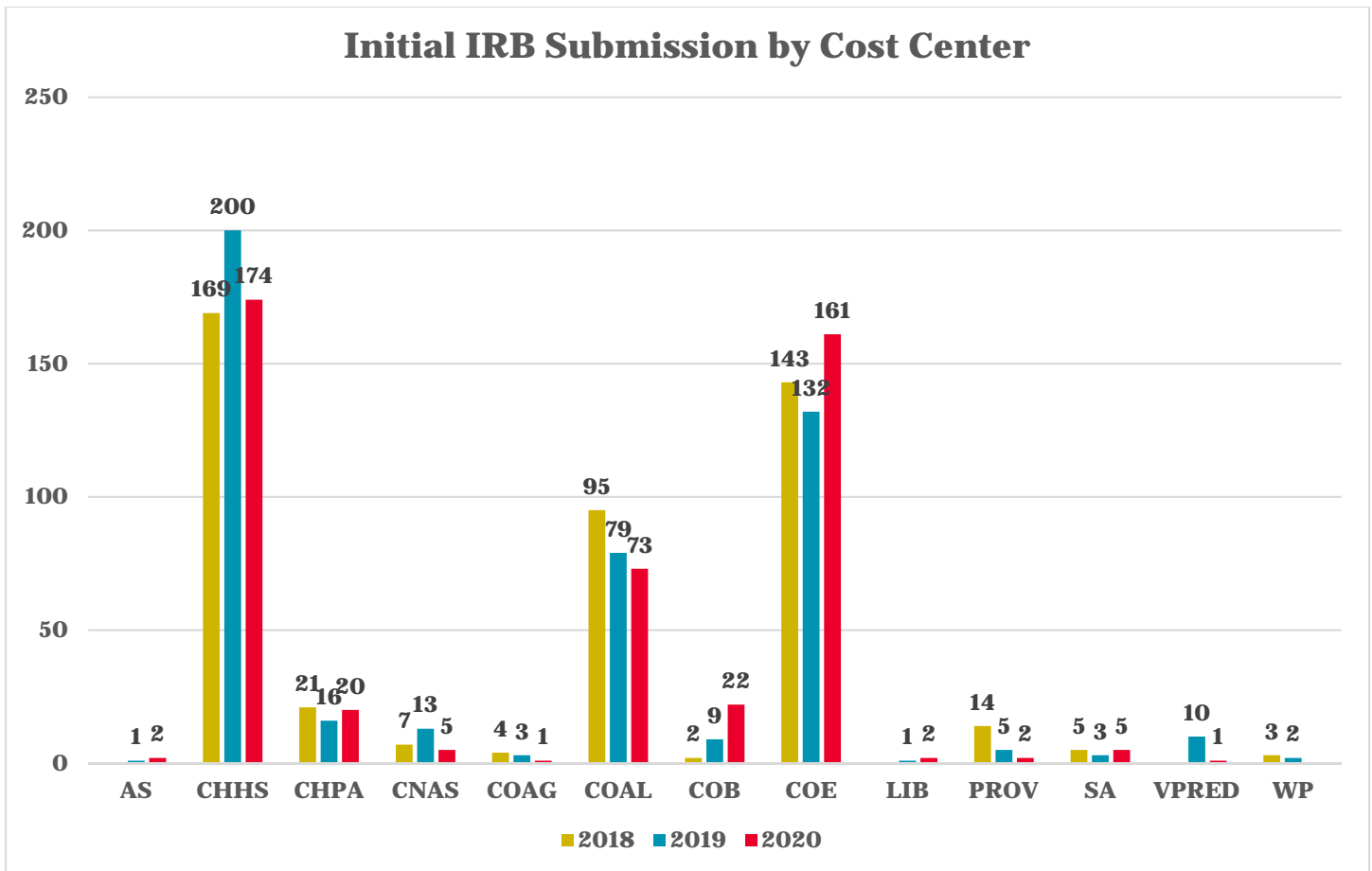


## FY2020 OFFICE OF RESEARCH ADMINISTRATION (ORA) HIGHLIGHTS

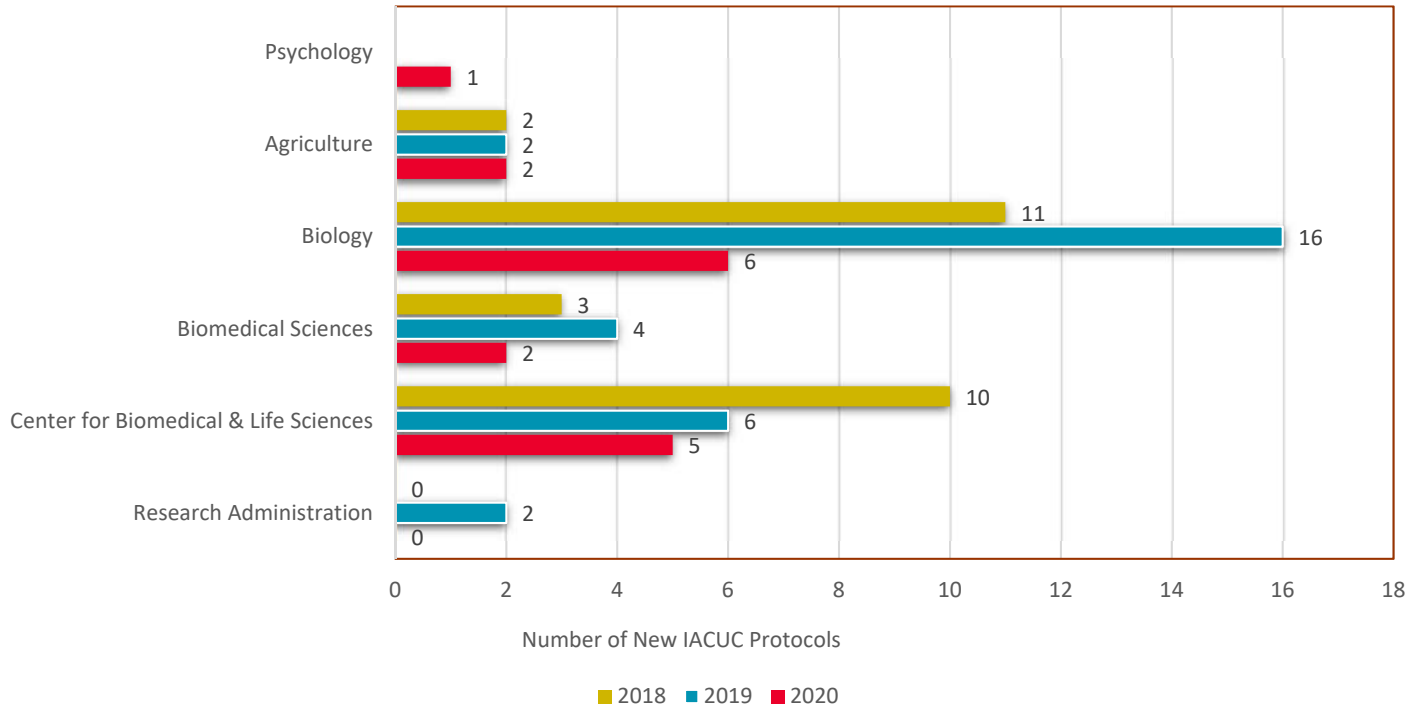
The ORA continued to support faculty and staff in their pursuit of external funding by providing monetary support for travel to send faculty and staff to conferences focused on grant writing, legislative visits, and meetings with federal and private agencies and program officers. The ORA also provided competitive funding for summer graduate assistants to help gather information or data needed for proposal submissions. It is the intent of the ORA that these funds were a small investment to stimulate proposal submission, and hopefully increased funding in the future.

The ORA is also responsible for research compliance in the areas of human subjects research, animal subjects research, radiation safety, biosafety, export control, responsible conduct of research, conflict of interest, and research misconduct.

The research compliance committees, Institutional Review Board (IRB) and Institutional Animal Care and Use Committee (IACUC), are responsible for reviewing and approving human subjects and animal subjects research, respectively. In FY2020, the IRB reviewed 468 applications and the IACUC reviewed 16 new applications. The following charts provide information on new submissions that occurred in FY2020, in addition to the totals from FY2018 and FY2019, for comparison.



## IACUC PROTOCOL SUBMISSIONS



**MORE INFORMATION**

**VISIT OUR WEBSITES:**

[missouristate.edu/research](http://missouristate.edu/research)

[ora.missouristate.edu](http://ora.missouristate.edu)

**CONTACT:**

Office of Research Administration

[researchadministration@missouristate.edu](mailto:researchadministration@missouristate.edu)

417.836.5972

VIII.C.

**RECOMMENDED ACTION – Approval of Replacement Policies G1.31 Discrimination on the Basis of a Protected Class and Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy.**

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

**WHEREAS**, on July 16, 2014, the Board of Governors (“BOG”) approved its policy governing complaints and investigations under Title IX of the Education Amendments of 1972 (“Title IX”), entitled G.1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct;

**WHEREAS**, on June 22, 2018, the BOG approved certain revisions to G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct, and the implementation of Op1.02-11 Sex Discrimination Policy and Investigation Procedures, to ensure compliance with new guidance from the U.S. Department of Education (“DOE”) pertaining to both its interpretation of Title IX of the Education Amendments of 1972 (“Title IX”) and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”);

**WHEREAS**, subsequently, on September 22, 2017, the DOE withdrew much of its prior Title IX guidance and initiated a formal rulemaking process;

**WHEREAS**, on May 6, 2020, the DOE issued its final Title IX rulemaking, which rulemaking will be codified in the Code of Federal Regulations and take effect on August 14, 2020;

**WHEREAS**, the new Title IX regulations require comprehensive revisions to the University’s Title IX policies and practices;

**WHEREAS**, in order to ensure compliance with the new Title IX regulations, Administration recommends that the existing G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct be superseded and replaced with the new G1.31 Discrimination on the Basis of a Protected Class, which is attached hereto as Exhibit A; and

**WHEREAS**, in order to ensure compliance with the new Title IX regulations, Administration also recommends that the existing Op1.02-11 Sex Discrimination Policy and Investigation Procedures be superseded and replaced with the new Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy, which is attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University (a) that the new governing policy G1.31 Discrimination on the Basis of a Protected Class is hereby approved and shall replace and supersede G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct; (b) that the new operating policy Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy is hereby approved and shall supersede and replace Op1.02-11 Sex Discrimination Policy and Investigation Procedures; and (c) that Administration is authorized to revise in any and all such other University policies, be they

governing or operating, as required to ensure compliance with the new Title IX regulations and with G1.31 Discrimination on the Basis of a Protected Class and Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

On May 6, 2020, the U.S. Department of Education issued its final Title IX rulemaking, which shall take effect with the full force and weight of federal law on August 14, 2020. These new Title IX regulations fundamentally change the existing Title IX landscape in a number of respects, thereby necessitating a whole-sale replacement of the University’s existing Title IX policies: G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct and Op1.02-11 Sex Discrimination Policy and Investigation Procedures (“Existing Policies”).

To ensure compliance with the new Title regulations, Administration recommends that the Existing Policies be replaced with G1.31 Discrimination on the Basis of a Protected Class and Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy (“Replacement Policies”).

The Replacement Policies implement the following provisions introduced by the new Title IX regulations:

- A new, more restrictive definition of “sexual harassment” under Title IX, which requires that conduct on the basis of sex be “so severe, pervasive, and objectively offensive” that it effectively denies a personal equal educational access;
- Clarification that both “sexual harassment” as defined by Title VII of the Civil Rights Act of 1964 (“severe, persistent, *or* pervasive”) or “garden variety” sex discrimination under either Title VII or Title IX will be addressed consistent with another University policy: Op1.02-2 Discrimination Complaint and Investigation Procedures;
- Clarifies that Title IX sexual harassment only applies to conduct that occurs within the U.S.;
- Clarifies that Title IX sexual harassment only applies to conduct that occurs “within and education program” of the University (e.g., Greek housing, events that are part of a University program);
- Clarifies that Title IX sexual harassment complaints may only be brought by complainants who are “participating in or attempting to participate in the institution’s education program or activity”;
- Provides a Title IX sexual harassment grievance process that applies equally to students, faculty, and staff;

- Provides that the University must provide both complainants and respondents with advisors at no charge during the live hearing.
- Provides that direct- and cross-examination during the live hearing must be conducted by the advisors.
- Increases written notice requirements both substantively and in frequency;
- Requires an affirmative “presumption of innocence” with respect to respondents;
- Requires creation of an electronic database containing all evidence discovered during an investigation, and provision of access to such database to the parties and their advisors;
- Requires provision of a draft investigative report to the parties and their advisors, with the opportunity to provide a written response to same;
- Establishes a prescribed hearing and appeal process; and
- Requires specific training for Title IX Coordinator, Title IX Investigator, Decision-makers.

### **G1.31 Reporting Allegations of Discrimination on the Basis of a Protected Class**

#### Purpose

The University is committed to maintaining an environment that is free from all forms of discrimination and harassment prohibited by applicable law. Accordingly, and consistent with G1.05 Non-Discrimination Policy, the University has established grievance procedures for the purpose of receiving and investigating allegations made by members of the University community (i.e., faculty, staff, and students) that they have been discriminated against or harassed on the basis of one or more legally protected classes.

#### Allegations of Discrimination and Harassment on the Basis of Sex

The Title IX Office (“Title IX Office”) is responsible for processing all complaints of discrimination or harassment on the basis of sex, including complaints arising from Title IX of the Education Amendments of 1972 (“Title IX”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and the Missouri Human Rights Act (“MHRA”).

Allegations of sexual harassment as defined by Title IX (including sexual assault, domestic violence, dating violence, and stalking), will be processed in a manner consistent with Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy. All other complaints of sex discrimination (including discrimination on the basis of marital status, family status, pregnancy, sexual orientation, or gender identity, and sexual harassment under Title VII), will be addressed in a manner consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures.

The Title IX Office is located in Carrington Hall, Suite 205, and may be contacted at 417-836-6810 or [TitleIX@MissouriState.edu](mailto:TitleIX@MissouriState.edu).

#### Allegations of Discrimination and Harassment Due to a Protected Class Other than Sex

The Office of Equity and Compliance (“OIEC”) is responsible for processing all complaints of discrimination and harassment on the basis of protected classes other than sex, including race, color, national origin, religion, age, disability, veteran status, and genetic information. All such complaints will be addressed in a manner consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures.

The OIEC is located in Carrington Hall, Suite 205, and may be contacted at 417-836-4252 or [Equity@MissouriState.edu](mailto:Equity@MissouriState.edu).

#### Reporting Obligations of University Employees

To assist the University in enforcing G1.05 Non-Discrimination Policy and in implementing this policy, all employees are required to report any concerns or allegations of discrimination or harassment involving members of the University community (i.e., faculty, staff, and students) of which they become aware.

Reports should be made as soon as possible, but in no event later than three (3) calendar days after learning of such concern or allegation. Additionally, reports must be made to either the Title IX Office or the OIEC, as indicated in the policy. Reporting a concern or allegation of discrimination or harassment to a supervisor, without also reporting to the Title IX Office or the OIEC (as

applicable) does not satisfy an employee's reporting obligation under this policy. An employee who refuses or otherwise fails to report an allegation or concern under this policy is subject to disciplinary action.

**Line of authority**

**Responsible administrator and office: Chief Compliance Officer, Division of Legal Affairs & Compliance**

**Contact person in that office: Deputy Compliance Officer**

**Effective date**

**Approved by Board of Governors: August 7, 2020**

## Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy

**1. Purpose and Scope of this Policy.** As set forth in G1.31 Reporting Allegations of Discrimination on the Basis of a Protected Class, Missouri State University (University) prohibits all forms of discrimination in its education programs and activities. The University has adopted this Policy to provide for the prompt and equitable resolution of University student and employee complaints alleging Sexual Harassment under Title IX of the Education Amendments of 1972 (Title IX). Complaints alleging discrimination or harassment on the basis of sex that do not satisfy both the definition of Sexual Harassment under Title IX and the jurisdictional requirements of Title IX (including allegations of sexual harassment under Title VII) may be assessed consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures.(hyperlink)

**2. Institutional Notice of Sexual Harassment.** The University, as an institution, will be deemed to have actual knowledge of an allegation of Sexual Harassment if notice of such allegation is provided to i) the University's Title IX Coordinator, ii) an official of the University who has authority to institute corrective measures on behalf of the University, as defined in Section 3.25, or iii) any employee of Greenwood Laboratory School.

**3. Definitions.** As used in this Policy the following terms have the following meaning:

**3.1 Advisor** means any person chosen by a Complainant and Respondent to accompany the Complainant or Respondent during the Grievance Process described in Section 6. The Advisor may be but is not required to be an attorney. As described in Section 6.3, if the Complainant or Respondent does not select an Advisor, the University will provide an advisor for the limited purpose of conducting Cross-Examination.

**3.2. Collective Bargaining Agreements** means i) the Memorandum of Agreement between Missouri State University and the International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 453 and ii) the Memorandum of Agreement between Missouri State University and the Teamsters, Local Union No. 245. The Collective Bargaining Agreements are available at [www.missouristate.edu/assets/policy/2015\\_MOA-IBEW.pdf](http://www.missouristate.edu/assets/policy/2015_MOA-IBEW.pdf) and [www.missouristate.edu/assets/policy/G7-04\\_2019-Teamsters-MOA-01-10-20.pdf](http://www.missouristate.edu/assets/policy/G7-04_2019-Teamsters-MOA-01-10-20.pdf).

**3.3. Complainant** means an individual, or the parent of a minor child or legal guardian of an individual under legal guardianship, who is alleged to be the victim of conduct that could constitute **Sexual Harassment**. The Complainant or Respondent may be referred to as a Party, or together as the Parties. Where a Grievance Process involves more than one Complainant, references in this Policy to the singular "party" or "Complainant" include the plural, as applicable.

**3.4. Clery Act** means the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. §1092(f).

**3.5. Cross Examination** means the presentation, during a Live Hearing, of relevant questions and follow-up questions posed by the Advisor of a Party to the other Party or to a Witness, as set forth in Section 8.



3.6. **Consent** means the agreement or permission expressed through affirmative, voluntary words or actions that are mutually understandable to all parties involved, to engage in a specific act at a specific time. Consent if given for a specific sexual act at a specific time can be withdrawn at any time. Consent cannot be coerced or compelled by duress, threat, force or deception. Consent cannot be given by someone who, for any reason, cannot understand the facts, nature, extent or implications of the sexual situation occurring, including, but not limited to, those who are under the legal age of consent, asleep, unconscious, mentally or physically impaired through the effects of drugs or alcohol, or mentally impaired due to an intellectual or other disability. Consent cannot be assumed based on silence, the absence of “no” or “stop,” the existence of a prior or current relationship, or prior sexual activity.

3.7. **Dating Violence** means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. **Dating Violence** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.8. **Day** means any weekday in which University offices are open, regardless as to whether classes are in session.

3.9. **Decision Maker** means an individual who has been engaged to facilitate the Live Hearing and prepare the Written Determination as set forth in Section 9, or facilitate the Appeal of Written Determination or Dismissal and prepare the Written Decision, as set forth in Section 10. The Decision Maker will be free from conflict of interest or bias against the Complainant or Respondent subject to the Live Hearing. The Decision Maker may or may not be a University employee (except for the Title IX Coordinator or Title IX Investigator, who are excluded from serving in this capacity). All Decision Makers will be trained as outlined in Section 12 of this Policy. Training required of Decision Maker(s) is available on the University’s Title IX website located at [www.missouristate.edu/titleix](http://www.missouristate.edu/titleix).

3.10. **Direct Examination** means the presentation of relevant questions and follow-up questions posed by the Decision Maker to a Party or a Witness, and as set forth in Section 9.

3.11. **Disciplinary Sanctions** means those consequences imposed upon a Respondent upon a finding of responsible at the conclusion of the Grievance Process. Disciplinary Sanctions will vary depending on the status of the Respondent, as set forth in Section 7.2.

3.12. **Domestic Violence** means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Missouri, or by any other person against an adult or youth victim who is protected from that person's acts under the laws of Missouri. **Domestic Violence** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.13. **Electronic Database** means the medium in which the University's Title IX Investigator will upload evidence relating to an Investigation of sexual harassment and provide limited access to the Complainant and Respondent, and a Complainant and Respondent's advisor, if any.

3.14. **Fondling** means the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity. **Fondling** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.15. **Forcible Sexual Offense** means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. **Forcible Sexual Offenses (Rape, Sodomy, Sexual Assault with an Object, and Fondling)** are included in the definition of **Sexual Harassment** for purposes of this Policy.

3.16. **Formal Complaint** means a signed document filed by a Complainant, or signed by the Title IX Coordinator, alleging **Sexual Harassment** against a respondent and requesting that the University investigate the allegation of **Sexual Harassment**, and is consistent with the requirements of Section 5.1.

3.17. **Greenwood Laboratory School (Greenwood)** means the private K-12 grade laboratory school that is operated as a unit within the University's College of Education. Greenwood is located at 1024 E. Harrison, Springfield, MO 65897.

3.18. **Greenwood Parent/Student Handbook (Greenwood Handbook)** means the document, adopted by the Greenwood administration, which set forth prohibited conduct and a process for handling alleged violations. The Greenwood Handbook is available at [www.education.missouristate.edu/assets/greenwood/GLSparentstudenthandbook.2018-19.approved.3-8-19.pdf](http://www.education.missouristate.edu/assets/greenwood/GLSparentstudenthandbook.2018-19.approved.3-8-19.pdf).

3.19. **Grievance Procedure** means this Title IX Sexual Harassment Grievance Procedure policy.

3.20. **Grievance Process** means the process in which a Formal Complaint of sexual harassment is investigated, heard, and appealed and as more fully set forth in Sections 7, 8, 9, and 10 of this Policy.

3.21. **Hostile Environment Harassment**, for purposes of Title IX and as used in this Policy, means unwelcome conduct, based on sex, determined by a reasonable person, to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to an education program or activity of the University. **Hostile Environment Harassment** is included in the definition of **Sexual Harassment** for purposes of this Policy. (Hostile environment harassment, as defined by Title VII, is defined by and subject to Op1.02-2 Discrimination Complaint and Investigation Procedures.)

3.22. **Incest** means a form of sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law, as set forth in Mo. Rev. Stat. 568.020.1(1)-(4). **Incest** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.23. **Nonforcible Sexual Offense** means sexual intercourse that may be consensual, but is considered unlawful in the State of Missouri. **Nonforcible Sexual Offenses (Incest and Statutory Rape)** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.24. **Notice** means the act of informing an individual of an occurrence that may have an affect on the outcome of a process set forth in this Policy. For purposes of this Policy, notice will be considered satisfied if the University sends the necessary information to an individual's University email address or an alternate email address provided by the individual during the Grievance Process. Notice will be deemed received on the date in which the University sends the information to the individual's email address.

3.25. **Official with Authority to Institute Corrective Measures on Behalf of the University (OWA)** means any of the following University employees/faculty and any and all employees of Greenwood: President, Provost, Chancellor, Vice Presidents, Directors, Associate / Assistant Directors Chief Information Officer, Chief of Staff, Chief Diversity Officer, General Counsel & Chief Compliance Officer, Deputy Provost, Associate Provosts, Deans, Associate Deans, Department Heads, and Program Directors / Coordinators. This definition of OWA specifically excludes counselors at the University's Counseling Center and physicians at Magers Health and Wellness Center.

3.26. **Preponderance of the Evidence** means a standard of evidence that is satisfied by evidence demonstrating that a fact or allegation is more likely than not to be true or to have occurred. Preponderance of the Evidence is the applicable standard of evidence adopted by the University for findings of responsibility for allegations of sexual harassment as set forth in this Policy.

3.27. **Quid Pro Quo Harassment** means a University employee conditioning the provision of an aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct. **Quid Pro Quo Harassment** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.28. **Rape** means sexual intercourse without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity. **Rape** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.29. **Remedy(ies)** mean University action(s) designed to restore or preserve equal access to the University's education program or activity and are available to a Complainant following a finding of responsibility on the part of the Respondent at the conclusion of the Grievance Process. Remedies may include Supportive Measures, as set forth in this Policy; however, unlike Supportive Measures, Remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. Remedies utilized by the University are set forth in Section 7.6.

3.30. **Retaliation** means the intimidation, threatening, coercion, or discrimination of an individual for the purpose of interfering with any right or privilege secured by Title IX, Title IX Regulations, and/or this Policy, or because an individual has made a report or complaint, testified, assisted, or participated, or refused to participate in any manner in the Grievance Process.

3.31. **Respondent** means an individual, or the parent of a minor child or legal guardian of an individual under legal guardianship, who has been reported to be the perpetrator of conduct that could constitute **Sexual Harassment**. The Respondent or Complainant may be referred to as a Party, or together as the Parties. Where a Grievance Process involves more than one Respondent references in this Policy to the singular “party” or “Respondent” include the plural, as applicable.

3.32. **Sex Discrimination** means a form of discrimination wherein a person has been treated inequitably based on sex, marital status, family status, pregnancy, sexual orientation, gender identity, or gender expression. **Sexual Harassment** as defined by this Policy is considered **Sex Discrimination**. As set forth in Section 1, however, this Policy only addresses Sexual Harassment as defined by Title IX. All other allegations of Sex Discrimination (including Sexual Harassment as defined by Title VII) will be processed in a manner consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures.

3.33. **Sexual Assault** means any sexual act classified as a **Forcible Sexual Offense** or **Nonforcible Sexual Offense** under this Policy. **Sexual Assault** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.34. **Sexual Assault with an Object** means the use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity. **Sexual Assault with an Object** is considered **Sexual Harassment** for purposes of this Policy.

3.35. **Sexual Harassment**, for purposes of the Title IX Regulations, means conduct on the basis of sex that meets the definition of **Quid Pro Quo Harassment, Hostile Environment Harassment, Sexual Assault, Dating Violence, Domestic Violence, and/or Stalking**. **Sexual Harassment** is considered a form of **Sex Discrimination**.

3.36. **Sodomy** means oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity. **Sodomy** is considered **Sexual Harassment** for purposes of this Policy.

3.37. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress. **Stalking** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.38. **Statutory Rape** means sexual intercourse with a person who is less than fourteen years old; or less than seventeen years of age if the other person is twenty-one years of age or older. **Statutory Rape** is included in the definition of **Sexual Harassment** for purposes of this Policy.

3.39. **Student Administrator** means either (A) the Dean of Students of Missouri State University, with respect to all University student Respondents, or (B) the **Assistant Director** of Greenwood Laboratory School, with respect to all Greenwood student Respondents.

3.40. **Supportive Measure(s)** mean free, non-disciplinary services offered by the University as available and appropriate to the Complainant or Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. **Supportive Measures** utilized by the University are set forth in Section 4.3.

3.41. **Title VII** means Title VII of the Civil Rights Act of 1964, Pub. L. 88-352, as amended by the Pregnancy Discrimination Act of 1978, Pub. L. 95-555, Civil Rights Act of 1991, Pub. L. 102-166 and the Lily Ledbetter Fair Pay Act of 2009, Pub. L. 111-2; 42 U.S.C. 2000e.

3.42. **Title IX** means Title IX of the Education Amendments of 1972, Pub. L. 92-318, as amended by section 3 of Pub. L. 93-568, 88 Stat. 1855, except sections 904 and 906 thereof; 20 U.S.C. 1681, 1682, 1683, 1686.

3.43. **Title IX Coordinator** means the University employee(s) designated and authorized to coordinate the University's efforts to comply with its responsibilities under Title IX and the Title IX Regulations. The Title IX Coordinator(s) are responsible for processing all allegations of sex discrimination and sexual harassment, including allegations of conduct on the basis of sex that do not meet the definition of "sexual harassment" under Title IX, but which may nonetheless be in violation of Title VII and/or University Policies. The Title IX Coordinator(s) are designated in Section 4 of this Policy. The Title IX Coordinator must be free from conflict of interest or bias against complainants and respondents generally and the Complainant and Respondent specifically. The Title IX Coordinator will be trained as outlined in Section 12 of this Policy. Training required of the Title IX Coordinator is available on the University's Title IX website located at [www.missouristate.edu/titleix](http://www.missouristate.edu/titleix).

3.44. **Title IX Investigator** means the University employee(s), irrespective of job title, who are assigned by the Title IX Coordinator to conduct the investigation of a Formal Complaint as identified in Section 8. The Title IX Investigator must be free from conflict of interest or bias against complainant and respondents generally and the Complainant and the Respondent specifically. All Title IX Investigators will be trained as outlined in Section 11 of this Policy. Training required of a Title IX Investigators is available on the University's Title IX website located at [www.missouristate.edu/titleix](http://www.missouristate.edu/titleix).

3.45. **Title IX Regulations** mean Final Regulations under Title IX, published in the Federal Register, and available at 34 C.F.R. Part 106.

3.46. **University Code of Student Rights and Responsibilities (Student Code)** means the document, adopted by the Board of Governors of Missouri State University wherein the University

sets forth rights and responsibilities of student at the University. The Code includes prohibited conduct and a process for handling alleged violations. The Code is available at [www.missouristate.edu/StudentConduct/code-of-student-rights-and-responsibilities.htm](http://www.missouristate.edu/StudentConduct/code-of-student-rights-and-responsibilities.htm).

3.47. **University Education Program or Activity** means University locations, events, or circumstances over which the University exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs, including any building owned or controlled by a student organization that is officially [recognized by the University](#).

3.48. **University Faculty Handbook (Faculty Handbook)** means the primary document of shared governance at the University, adopted by the Board of Governors of Missouri State University, detailing policies and procedures, which outlines the rights and responsibilities of the faculty. The Faculty Handbook includes prohibited conduct and a process for handling alleged violations of the Faculty Handbook. The Faculty Handbook is available at [www.missouristate.edu/assets/policy/Faculty-Handbook-08-01-2019.pdf](http://www.missouristate.edu/assets/policy/Faculty-Handbook-08-01-2019.pdf).

3.49. **University Employee Handbook for Administrative, Professional, and Support Staff Employees (Employee Handbook)** means the document, adopted by the Board of Governors of Missouri State University, wherein the University provides the employment policies and procedures applicable to University administrative, professional, and support staff employees. The Employee Handbook includes prohibited conduct and a process for handling alleged disciplinary violations under the Employee Handbook. The Employee Handbook is available at [www.missouristate.edu/policy/G7\\_02\\_9\\_EmployeeConduct.htm](http://www.missouristate.edu/policy/G7_02_9_EmployeeConduct.htm).

3.50. **University Policy(ies)** means this Policy, the Student Code, Faculty Handbook, Employee Handbook, and any other policy of the University adopted by approval of the President of the University or the Board of Governors of the University. University Policies are available for review at [www.missouristate.edu/policy/](http://www.missouristate.edu/policy/).

**4. Designation of Title IX Coordinator.** The following University employee has been designated to serve as the Title IX Coordinator for the University. As described in this Policy, allegations and complaints of sex discrimination, including sexual harassment and Formal Complaints of sexual harassment should be filed with the Title IX Coordinator. Additional information regarding how to report allegations of sex discrimination and filing Formal Complaints of sexual harassment can be found on the Title IX website: [www.missouristate.edu/titleix](http://www.missouristate.edu/titleix).

Name: Jill Patterson  
Title: Title IX Coordinator  
Carrington 205  
901 S. National Ave, Springfield, MO 65804  
[Email@missouristate.edu](mailto:Email@missouristate.edu)  
Telephone

**5. University Response to Allegations of Sex Discrimination and Sexual Harassment.** Pursuant to its Title IX obligations, the University, through the Title IX Coordinator, will promptly

respond to any allegation of **Sexual Harassment** received in an education program or activity in the United States. The Title IX Coordinator's response to allegations will treat complainants and respondents equitably by offering **Supportive Measures** and following the **Grievance Process** as outlined in Section 7.

5.1. Reporting Allegations of Sex Discrimination and Sexual Harassment. Allegations of sex discrimination, including sexual harassment, may be made by any person (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed in Section 4. All University employees (including employees who have not been designated as OWAs as defined by Section 3.25) are required to submit allegations of sex discrimination, including Sexual Harassment, pursuant to this Policy. Failure to submit such an allegation may result in disciplinary action pursuant to the Employee Handbook, Faculty Handbook, or other University Policy.

5.2. Initial Response of Title IX Coordinator. Upon receipt of an allegation of Sexual Harassment the Title IX Coordinator will, confidentially contact the Complainant and explain to the Complainant the requirements and process for filing a Formal Complaint, the jurisdiction requirements under the Title IX Regulations, and possible Supportive Measures. The Title IX Coordinator may consider the necessity of either Emergency Removal or Administrative Leave, as more fully set forth below in Sections 5.4 and 5.5.

5.3. Supportive Measures. Following receipt of an allegation of Sexual Harassment, and at any time during the Grievance Process, the Title IX Coordinator may implement Supportive Measures designed to restore or preserve equal access to the University's education program or activity including measures designed to protect the safety of the Complainant and Respondent or deter Sexual Harassment.

Supportive measures may include the following:

- 5.3.1. Referral to University or Local Counseling Services;
- 5.3.2. Referral to local law enforcement;
- 5.3.3. Provide any information to victims of Clery Act crimes available through University Safety;
- 5.3.4. Extensions of deadlines or other course-related adjustments;
- 5.3.5. Modifications of work or class schedules;
- 5.3.6. Coordination with the University's Safe Walk program;
- 5.3.7. Restrictions on contact between the Complainant and Respondent (mutual or unilateral);
- 5.3.8. Changes in work or housing locations;
- 5.3.9. Leaves of absence;
- 5.3.10. Coordination with the University Safety Office for increased security and monitoring; and/or
- 5.3.11. Other measures determined by the Title IX Coordinator to be appropriate and which are not unreasonably burdensome to the Respondent.

The Title IX Coordinator is responsible for coordinating the implementation of any Supportive Measure put in place pursuant to this Policy.

5.4. Emergency Removal. Prior to the filing of a Formal Complaint, or at any time prior to the conclusion of the Grievance Process, the University may remove a student Respondent from a University educational program or activity on an emergency basis pursuant to the following process:

5.4.1. The Title IX Coordinator will, based on a review of the allegations of Sexual Harassment, make a threshold determination whether the allegations of Sexual Harassment pose an immediate threat to the physical health or safety of any student or other individuals.

5.4.2. If the Title IX Coordinator believes the allegations of Sexual Harassment do pose an immediate threat to the physical health or safety of any student or other individual, the Title IX Coordinator will provide the details of the allegation of Sexual Harassment to the appropriate Student Administrator and Director of University Safety for possible Clery Act mandated response.

5.4.3. The Student Administrator will then engage in an individualized safety and risk analysis in which the Student Administrator must determine that, based on the allegations of sexual harassment, there is an immediate threat to the physical health or safety of any student or other individual. The Respondent will be notified of the determination of the Student Administrator and will be provided an opportunity to challenge the decision as provided for in Section 8 of the Student Code or Section X of the Greenwood Handbook. Challenges to the decision of the Student Administrator will not involve the Title IX Coordinator or the Grievance Process. The Student Administrator will inform the Title IX Coordinator as to the final determination regarding Emergency Removal.

5.5. Administrative Leave. Prior to the filing of a Formal Complaint, or at any time prior to the conclusion of the Grievance Process, the University may place a non-student Respondent (faculty / staff) on paid administrative leave. Such administrative leave will continue through the conclusion Grievance Process.

5.6. Confidentiality of Allegations / Limitations to Confidentiality. Subject to this Section 5.6, the Title IX Coordinator will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witnesses. The Title IX Coordinator may permit disclosure of the above information as permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the Grievance Process.

5.6.1. The Title IX Coordinator will maintain as confidential any Supportive Measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the Title IX Coordinator to provide the Supportive Measures.

5.6.2. As discussed below in Section 6, the Title IX Coordinator must include the identity of any known Complainant in its Initial Notice of Formal Complaints. As a result, anonymity cannot be provided to Complainants who wish to proceed with a Formal Complaint.



5.7. Documentation by Title IX Coordinator. For every response to an allegation of Sexual Harassment described in this Section 5, the Title IX Coordinator will prepare a document that sets forth the measures taken to restore and/or preserve equal access to the University's education program or activity and how such action was, in the conclusion of the Title IX Coordinator, not deliberately indifferent to the allegation of sexual harassment. Such report will be retained pursuant to University Policy for documents created pursuant to this Policy.

**6. University Response to a Formal Complaint of Sexual Harassment.** Consistent with Title IX Regulations, the University will not investigate any allegations of Sexual Harassment under this Policy without first receiving a Formal Complaint as described in this Section. Notwithstanding the foregoing, in the absence of a Formal Complaint, the University may, in its sole discretion, address an allegation of Sexual Harassment pursuant to Op1.02-2 Discrimination Complaint and Investigation Procedures and/or other University Policies. (add hyperlink)

6.1. Filing of a Formal Complaint. Any Complainant may file a written Formal Complaint of Sexual Harassment with the Title IX Coordinator. Formal Complaints may be filed with the Title IX Coordinator in person, by mail, or by electronic mail by using the contact information set forth in Section 4. The Formal Complaint must be signed by the Complainant to indicate that the individual Complainant is the individual filing the Formal Complaint. As more fully discussed in Section 6.7, the Title IX Coordinator may sign a Formal Complaint.

6.2. Notice of a Formal Complaint. Following the receipt of a Formal Complaint, the Title IX Coordinator will provide a Notice of Formal Complaint of Sexual Harassment (Notice of Formal Complaint), as outlined in this Section 6.2, to the Complainant and to the Respondent identified in the Formal Complaint. The Notice of Formal Complaint will include the following information:

6.2.1. Notice of the University Grievance Process as identified in this Policy.

6.2.2. Notice of the allegations of Sexual Harassment from the Formal Complaint, including, if known to the Title IX Coordinator, the following details regarding the allegations of Sexual Harassment: the identities of the parties involved in the alleged incident, the conduct allegedly constituting Sexual Harassment under this Policy, the date and location of the alleged incident.

6.2.3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Grievance Process.

6.2.4. A statement informing the Parties that they may have an Advisor of their choice, who may be, but is not required to be, an attorney, during the investigation of the Formal Complaint.

6.2.5. A statement informing the Parties that they, and their Advisors, will have the right to inspect and review evidence obtained during the investigation of the Formal Complaint.

6.2.6. A statement informing the Complainant and Respondent of any provision in the University's applicable policies that prohibits knowingly making false statements in bad faith or knowingly submitting false information (collectively, False Statement(s)) during the Grievance Process.

6.3. Obligation to Supplement Notice of Formal Complaint. If, during the course of the investigation of a Formal Complaint, the Title IX Investigator decides to investigate allegations about the Complainant or Respondent that were not included in the Notice of Formal Complaint

provided pursuant to Section 6.2, the Title IX Coordinator or Investigator will provide the Parties with an updated Notice of Formal Complaint providing notice of the additional allegations under investigation.

6.4. Consolidation of Formal Complaints. The University may, but is not required to, consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondent(s) only where the allegations of sexual harassment arise out of the same facts or circumstances.

6.5. Dismissal of Formal Complaints. Pursuant to Title IX Regulations, the University is required to dismiss certain Formal Complaints, as outlined below in Section 6.5.1., and may dismiss Formal Complaints as outlined in Section 6.5.2.

6.5.1. The University is required by Title IX Regulations to dismiss a Formal Complaint if:

- i. The conduct alleged in a Formal Complaint, even if proved, would not constitute Sexual Harassment as defined in this Policy,
- ii. The conduct alleged in a Formal Complaint did not occur in the University's education program or activity as defined in this Policy, or
- iii. The conduct alleged in a Formal Complaint did not occur against a person in the United States.

6.5.2. The University may dismiss a Formal Complaint, if at any time during the Grievance Process any of the following circumstances occur:

- i. A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint in whole, or any allegations included in the Formal Complaint,
- ii. The Respondent is no longer enrolled or employed by the University, or
- iii. Specific circumstances prevent the University from gathering enough evidence to reach a determination as to the allegations in a Formal Complaint.

6.6. Notice of Dismissal of Formal Complaint and Appeal. The Title IX Coordinator will provide both the Complainant and Respondent written notice of the dismissal of a Formal Complaint pursuant to Section 6.5. Such Notice of Dismissal will set forth the grounds upon which the decision was made and provide the Parties with information regarding the Appeal of the decision to dismiss. All Formal Complaints that are dismissed under Section 6.5, are subject to Appeal under Section 10, and to potential additional University process as discussed in Section 6.6.1, below.

6.6.1 In the event that a Formal Complaint is dismissed under Sections 6.5.1 or 6.5.2, the Title IX Coordinator will evaluate the alleged conduct to determine whether the conduct, if proved, would constitute sexual harassment under Title VII or is otherwise in violation of University Policies. If such conduct, if proved, would constitute a violation of Title VII or other University Policies, the Title IX Coordinator will ensure that an investigation into the alleged conduct is completed and the findings are evaluated consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures. (add hyperlink)

6.7. Formal Complaints Signed by Title IX Coordinator. Complainants are not required to file Formal Complaints under this Policy. Complainants may receive the Supportive measures discussed in Section 5 whether not they chose to file a Formal Complaint. However, in certain circumstances, the Title IX Coordinator may decide that a Formal Complaint is warranted despite the wishes of the Complainant. Factors to be considered by the Title IX Coordinator in deciding whether to sign a Formal Complaint include, but are not limited to, situations involving patterns, threats, minors, weapons, intimidation, violence, and/or when the allegations received involve serious or repeated instances of faculty or employee misconduct. Any Formal Complaint signed by the Title IX Coordinator will proceed via the Grievance Process as set forth Section 7, except that the Title IX Coordinator will not be considered a Complainant for purposes of the Grievance Process.

**7. University Sexual Harassment Grievance Process.** The University's Grievance Process, as set forth in this Section 7, is intended to provide fair and equitable treatment to Complainants and Respondents. Accordingly, no determination of responsibility will be finalized, nor will any Disciplinary Sanctions be imposed, against a Respondent until the conclusion of the Grievance Process. During the Grievance Process, the University will bear the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility.

7.1. Time Frames for Completion of the Grievance Process. The Title IX Coordinator and Title IX Investigator will endeavor in good faith to ensure that the Grievance Process as set forth in this Policy is completed promptly and pursuant to the timing requirements set forth in this Policy. Absent necessary delays in the Grievance Process, as discussed in Section 7.2, the Grievance Process should conclude within a period of 90 days.

7.2. Temporary Delay / Limited Extension of Time Frames -- Process. For Good Cause, as defined in this Section 7.2, the Title IX Coordinator may upon their own initiative, or at the request of a Complainant or Respondent, grant either i) the temporary delay of the Grievance Process or ii) a limited extension of the time frames set forth in this Policy and Section 7.1. For the purpose of this Section 7.2, good cause may include, but is not limited to:

- 7.2.1. the absence of a Complainant or Respondent, advisor, or witness;
- 7.2.2. concurrent law enforcement activity relating to the allegations of sexual harassment;
- 7.2.3. the need for accommodations of disabilities through the Grievance Process;
- 7.2.4. the need for language assistance through the Grievance Process;
- 7.2.5. failure of an Advisor to adhere to this Policy or the Advisor Statement of Expectations, as identified in Section 7.3., or
- 7.2.6. circumstances outside of a Party's control that might temporarily prevent them from full participation in the Grievance Process.

Any limited extension that has been provided by the Title IX Coordinator pursuant to this Section 7.2 will be communicated in writing to the Complainant and Respondent , and such communication shall include an explanation as to the duration of the delay or extension and the reasons therefor.

7.3. Complainant and Respondent Right to an Advisor. The Complainant and Respondent may have an Advisor of their choice during the Grievance Process. Advisors will be required to adhere to the expectations of confidentiality as described in this Policy. The Complainant and Respondent and any chosen Advisor will be required to complete an Advisor Statement of Expectations prior to the Advisor's participation in the Grievance Process.

7.3.1. Advisor Provided by the University. If either the Complainant or Respondent do not have an Advisor identified prior to the Live Hearing, the Title IX Coordinator will provide the Party with an Advisor subject to this Section 7.3.1. Any Advisor provided pursuant to this Section 7.3.1 will be provided free of charge and without fee to the Party receiving the Advisor. The Advisor provided will be expected to adhere to the Advisor Statement of Expectations. Advisors provided pursuant to Section 7.3.1 are expected to assist the Party in communicating questions from the Party for purposes of Cross-Examination. Should either a Complainant or Respondent believe that the Advisor provided by the University is refusing to conduct Cross-Examination on their behalf, they should notify the Decision Maker immediately, so that the Advisor may be counseled as to the Advisor Statement of Expectations, or so a replacement Advisor may be provided by the Title IX Coordinator.

7.3.2. Restrictions on Advisors in the Grievance Process. Except for an Advisor's role in Cross Examination, as described in Section 9.5, Advisors will not otherwise be active participants in the Grievance Process. Therefore, Complainants and Respondents are expected to answer questions posed in Investigative Interviews and Live Hearings, and to make any introduction of evidence directly and not through an Advisor. Failure of an Advisor to adhere to this Policy and comply with the Advisor Statement of Expectations may result in a delay or extension of the Grievance Process as described in Section 7.2, or the replacement of an Advisor, as described in this Section 7.3.3. This restriction on active participation applies to both Complainants and Respondents.

7.3.3. Replacement of an Advisor. If a Party's Advisor refuses to comply with the Advisor Statement of Expectations during Cross-Examination at the Live Hearing, after receiving reasonable notice of such expectations from the Decision Maker, the Advisor may be removed and the Title IX Coordinator will provide a replacement Advisor to the Party pursuant to Section 7.3.1.

7.4. Standard of Evidence / Presumption of Not Responsible. The University has adopted the Preponderance of Evidence as the standard of evidence to be used by the Decision Maker in determining responsibility in the Grievance Process. The Title IX Regulations require that the University include a presumption that the Respondent is not responsible for any conduct alleged in a Formal Complaint until a determination regarding responsibility is made at the conclusion of the Grievance Process.

7.5. Potential Disciplinary Sanctions following a Determination of Responsible. At the conclusion of the Grievance Process and following a determination of responsibility, a Respondent could be subject to the following Disciplinary Sanctions, depending on whether the Respondent is a student, faculty, or staff.

7.5.1. Student Respondents who are found responsible at the conclusion of the Grievance Process are subject to the Disciplinary Sanctions, as determined by the Decision Maker, and as defined by

the Student Code, except that Greenwood Student Respondents who are found responsible at the conclusion of the Grievance Process are subject to the Disciplinary Sanctions, as determined by the Decision Maker, as defined by the Greenwood Handbook:

- i. Loss of Privileges –
- ii. Level Two Probation
- iii. Denial of Privilege to Re-Enroll
- iv. University Housing Probation
- v. University Housing Suspension
- vi. University Housing Expulsion
- vii. Suspension
- viii. Dismissal
- ix. Revocation of Degree
- x. Withholding of Degree

7.5.2. Faculty Respondents who are found responsible at the conclusion of the Grievance Process are subject to Disciplinary Sanctions, as determined by the Decision Maker, and as defined by of Faculty Handbook:

- i. Dismissal
- ii. Revocation of Tenure
- iii. Demotion of Rank
- iv. Reassignment of Duties

7.5.3. Employee Respondents who are found responsible at the conclusion of the Grievance Process are subject to the following Disciplinary Sanctions, as determined by the Decision Maker, and as defined by the Employee Handbook:

- i. Written reprimand
- ii. Reassignment of duties (which may include a demotion)
- iv. Suspension without pay
- iii. Dismissal

7.6. Potential Remedies following a Determination of Responsible. At the conclusion of the Grievance Process and following a determination of responsibility, a Complainant could receive any of the following Remedies:

- i. Unilateral restrictions on contact between the Respondent and Complainant;
- ii. Change in work or housing locations;
- iii. Change in work or class schedules; and/or
- iv. Any Supportive Measure identified in this Policy.

7.7. Retaliation. The University will not retaliate against any individual for participation in the Grievance Procedures outlined in this Policy, nor will the University tolerate retaliation by other members of the University community (i.e., faculty, staff, or students). Individuals who engage in retaliation are subject to disciplinary action under University Policies, including the Student Code, the Employee Handbook, and/or the Faculty Handbook. Retaliation does not, however, include the good faith routing of a complaint initiated under this Policy through another University Policy, as contemplated by Section 6.6.1 or Section or Section 10.

**8. Investigation of Allegations of Sexual Harassment in a Formal Complaint.** Subject to Section 6.5, the University will investigate all allegations of Sexual Harassment (as defined in this Policy) included in a Formal Complaint. The University's process for investigating Formal Complaints of Sexual Harassment is set forth below in this Section 8. The Title IX Coordinator will retain or assign each Formal Complaint to a Title IX Investigator who will endeavor to obtain all relevant evidence – including both inculpatory and exculpatory evidence – relating to the allegations of sexual harassment set forth in the Formal Complaint.

8.1. Ability to Collect Evidence / Burden on Collecting Evidence. Subject to any conflicting Supportive Measures put in place by the Title IX Coordinator, the Title IX Investigator will not prohibit either the Complainant or the Respondent from discussing the allegations or gathering and presenting relevant evidence relating to the Formal Complaint.

8.2. Evidence Collected by the University During the Title IX Investigation. Either the Complainant or Respondent may, but are not required to, provide evidence relevant to the allegations of Sexual Harassment included in the Formal Complaint. The Title IX Investigator will not access, consider, require, allow, rely upon, disclose or otherwise use a Party's records, or other evidence that constitute:

8.2.1. Records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting, or assisting, in the professional's or paraprofessional's capacity and which are made and maintained in connection with the provision of treatment of the party; or

8.2.2. Information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

For such records or information contemplated by Sections 8.2.1 or 8.2.2 to be available to the Title IX Investigator, the party subject to the records must first provide their voluntary, written authorization. If the party is a minor or otherwise lacks legal capacity to provide such authorization, then an authorization signed by a parent or legal guardian shall be sufficient.

8.3. Title IX Investigative Interviews. The Title IX Investigator will provide an equal opportunity for the Complainant and Respondent to present witnesses, including fact witnesses and expert witnesses, during the investigation of a Formal Complaint. Prior to any meeting with the Title IX Investigator, the Title IX Investigator will provide to any individual whose participation is sought a Notice of Title IX Investigative Interview, which Notice shall include the date, time, location, participants, and purpose of the investigative interview. Such Notice of Title IX Investigative Interview will be sent with sufficient time to participate prior to the date indicated in the Notice of Title IX Investigative Interview. A Complainant and Respondent may be accompanied by an Advisor to their own Investigative Interviews; however, neither the Complainant nor the Respondent will be permitted to participate or attend any witness interviews.

8.4. Opportunity to Review and Respond to Electronic Database. Prior to the Completion of the Title IX Initial Investigative Report identified in Section 8.5, the Title IX Investigator will provide an equal opportunity to the Complainant and Respondent to inspect and review any evidence obtained during the investigation through a password protected Electronic Database. The Title IX Investigator will send a link to the Electronic Database to both the Complainant and the Respondent (including their Advisors, if any) so that each Party may inspect and review the

evidence obtained by the Title IX Investigator during the Investigation related to the allegations raised in the Formal Complaint.

8.4.1. The Complainant and Respondent shall each have the opportunity, but not the obligation, to review and provide a written response to the evidence collected in the Electronic Database. If either the Complainant or the Respondent wishes to provide a response to the evidence collected in the Electronic Database, they must do so in writing and within 10 days of receiving access to the Electronic Database.

8.4.2. The Title IX Investigator will review the written response to the evidence collected in the Electronic Database (if any) and provide such written response to the other Party. The Title IX Investigator will consider each Party's response to the Electronic Database prior to the completion of the Initial Investigative Report.

8.5. Title IX Initial Investigative Report. The Title IX Investigator is responsible for creating a summary of relevant evidence in a Title IX Initial Investigative Report. Following the Parties access to the Electronic Database and the Title IX Investigator's review of the Parties' written submissions, the Title IX Investigator will provide a copy of the Initial Investigative Report to the Complainant and the Respondent (including their Advisors, if any). The Parties will be given at least 10 days to review and submit a written response to the Initial Investigative Report.

8.5.1 The Complainant and Respondent shall each have the opportunity, but not the obligation, to review and provide a written response to the Initial Investigative Report. If either the Complainant or the Respondent wishes to provide a response to the Investigative Report, they must do so in writing and within 10 days of receiving the Initial Investigative Report.

8.5.2. The Title IX Investigator will review the written responses received, and provide the Party's written response to the other Party. The Title IX Investigator must supplement the Electronic Database to include the Complainant's or Respondent's written response, as described in Section 8.5.1. The Title IX Investigator may conduct additional Investigative Interviews or supplement the Initial Investigative Report based on the written response received from either Complainant or Respondent.

8.6. Title IX Final Investigative Report. If no written response to the Initial Investigative Response is received by the Title IX Investigator prior to the expiration of the 10- day period identified in Section 8.4, the Initial Investigative Report will become final. If either Party submitted a written response to the Initial Investigative Report, the Investigative Report will become final after the Title IX Investigator has had an opportunity to review the Initial Investigative Report as set forth in this Section. Once the Initial Investigative Report has been finalized, both the Complainant and the Respondent will receive a copy of the Title IX Final Investigative Report. The Title IX Investigator will provide a copy of the Final Investigative Report to the Title IX Coordinator for continuation of the Grievance Process as outlined in this Policy.

**9. Live Hearing of Formal Complaints of Title IX Sexual Harassment.** Following the completion of the Title IX Final Investigative Report, the Title IX Coordinator will review the

Title IX Final Investigative Report along with the corresponding Formal Complaint for possible dismissal pursuant to Section 6.5. If a Formal Complaint is not dismissed, the Title IX Coordinator will schedule a Live Hearing, as described in this Section 9, no sooner than five (5) days following the issuance of the Title IX Final Investigative Report.

9.1. Role of Title IX Coordinator in Live Hearing. The Title IX Coordinator will have no substantive role in the Live Hearing except for coordination of the Live Hearing including, but not limited to:

9.1.1. The selection and coordination of the Decision Maker(s) assigned to facilitate the Live Hearing;

9.1.2. The facilitation of the Live Hearing being conducted virtually, pursuant to Section 9.8; and

9.1.3. Ensuring that an audio recording of the Live Hearing is created and available, as set forth in Section 9.12.

9.2. Evidence Available at the Live Hearing. At the Live Hearing, the Complainant and Respondent (including their Advisors), as well as any Decision Maker, will have an equal opportunity to inspect and review all evidence available in the Evidence Database, as set forth in Section 8.

9.3. Presentation of Evidence at the Live Hearing. Subject to the limitations identified in Section 9.4, at the Live Hearing, the Decision Maker will facilitate the presentation of evidence through the presentation of relevant questions, via Direct Examination and Cross Examination, to the Complainant, Respondent, and any witnesses, including questions on credibility. The Decision Maker, as a neutral factfinder, may pose direct questions of any participant in the Live Hearing (Complainant, Respondent, and/or Witnesses). The Advisor for the Complainant and Respondent may engage in Cross Examination, as set forth in this Policy. The Decision Maker will not require, allow, rely upon, or otherwise use Direct or Cross Examination questions that seek disclosure of information prohibited under Section 8.2, unless the appropriate authorization has been provided. Any determinations of credibility made by the Decision Maker will not be based solely on an individual's status as a Complainant, Respondent, or Witness.

9.4. Determining Relevance During the Live Hearing. In making its decision regarding relevance, the Decision Maker will determine whether the question posed is probative to the question of responsibility as set forth in the Formal Complaint. The Decision-Maker must focus on evidence pertinent to proving whether facts material to the allegations of Sexual Harassment are more or less likely to be true. The University has pre-determined that questions and evidence about the Complainant's sexual predisposition and/or prior sexual behavior are "irrelevant," and will not be permitted, unless the Decision Maker determines that:

9.4.1. Such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or

9.4.2. The questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.



9.5. Cross Examination During Live Hearing. The Decision Maker will only allow the Complainant or Respondent's Advisor to ask the other Party and any witnesses relevant questions and follow-up questions. Such questioning must be allowed directly, orally, and in real-time, subject to the right of a virtual Live Hearing pursuant to Section 9.8.

9.5.1 Following each question posed by an Advisor, the Decision Maker will instruct the individual receiving the question to wait prior to responding, so that the Decision Maker may decide as to the relevance of the question asked. Only questions that are relevant to the allegations of Sexual Harassment will be considered. If the Decision Maker believes that a question posed to an individual is not relevant, the Decision Maker will notify the Advisor asking the question of that determination and provide a brief explanation as to why the question was determined irrelevant and was excluded.

9.6. Effect of Failing to Submit to Direct Examination. The Decision Maker may not draw any inference about the determination of responsibility based solely on a Party's refusal to answer direct questions posed by the Decision Maker. The Decision Maker, however, may rely on the statements of a witness or Party, if that party or witness refuses to respond to a Decision Maker's direct questions.

9.7. Failing to Submit to Cross Examination. The University cannot compel the participation of the Complainant, Respondent, or any Witness in the Live Hearing. Pursuant to the Title IX Regulations, the Decision Maker may not rely on statements made by an individual who is not subjected to Cross Examination during the Live Hearing.

9.7.1. Notwithstanding the foregoing, no participant in a Live Hearing (Complainant, Respondent, and/or Witness(es)) will be required to answer a question considered irrelevant by the Decision Maker. If a participant in a Live Hearing disagrees with the Decision Maker's determination on relevance, the participant may either abide by the Decision Maker's determination and answer the question, or refuse to answer the question posed. If the participant refuses to answer a question, the Decision Maker cannot rely on any statements about which a participant declined to answer cross-examination questions.

9.7.2. The prohibition of relying on statements not subject to Cross Examination does not apply to non-statement evidence available to the Decision Maker. Non-statement evidence may include, but is not limited, to video evidence showing the underlying incident.

9.8. Virtual Live Hearing. At the determination of the Title IX Coordinator, or at the request of either the Complainant or the Respondent, the Title IX Coordinator will provide for the Live Hearing to occur with the Complainant and Respondent located in separate rooms with technology sufficient to enable the Decision Maker(s), Complainant, Respondent, and witnesses to simultaneously see and hear the answering of questions and presentation of evidence.

9.9. Presentation of Evidence for Greenwood Laboratory School Complainant or Respondents. The requirements for direct, oral, and in real-time Cross Examination as described in this Section 9 do not apply to Live Hearings in which either the Complainant or the Respondent are students of Greenwood. In such situations, instead of facilitating Cross Examination, as described in

Section 9, the Decision Maker will facilitate written questions of the Complainant, Respondent, and Witnesses. The Decision Maker will provide the Complainant and Respondent an opportunity to submit written, relevant questions to the other Party or witness (including additional, limited follow-up questions). The Decision Maker will engage in the same relevance analysis as set forth in Section 9.

9.10 Determination Regarding Responsibility. Following the Live Hearing, the Decision Maker will conduct an objective evaluation of all relevant evidence presented during the Grievance Process. The Decision Maker will issue a written determination regarding responsibility for the allegation set forth in the Formal Complaint in light of the Preponderance of the Evidence. The Written Determination of the Decision Maker will be provided to the Title IX Coordinator. The Title IX Coordinator will review the Written Determination to ensure it includes all information required by this Section. The Title IX Coordinator will then provide the Written Determination simultaneously to the Complainant and the Respondent. The Written Determination must include the following information:

- 9.10.1. The allegations potentially constituting Sexual Harassment as defined under this Policy;
- 9.10.2. A description of the procedural steps taken from the receipt of the Formal Complaint through the issuance of the Written Determination, including any notifications to the Complainant and Respondent, interviews with the Complainant and Respondent and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 9.10.3. Findings of fact supporting the determination;
- 9.10.4. Conclusions regarding the application of the Student Code, Greenwood Handbook, Faculty Handbook, Employee Handbook, as applicable, to the facts raised in the Live Hearing;
- 9.10.5. A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any Disciplinary Sanctions imposed on the Respondent, and whether Remedies designed to restore or preserve equal access to the University's education program or activity will be provided to the Complainant;
- 9.10.6. The University's procedures and permissible bases for Appeal, as set forth in Section 10; and
- 9.10.7. The date on which an Appeal will no longer be accepted pursuant to Section 10.

9.11. Final Determination Regarding Responsibility. The Written Determination, including any Disciplinary Sanctions, will not be final until the conclusion of any Appeal filed pursuant to Section 10, or if no appeal is filed, the date set forth in the Written Notification.

9.12. Availability of Live Hearing Audio. Within three (3) days of the Live Hearing, an audio recording of the Live Hearing will be made available to the Parties via the Evidence Database. The Complainant and Respondent shall have access to the audio recording of the Live Hearing until the expiration of the appeal period, as outlined in Section 10.

**10. Appeals.** Both the Complainant and Respondent may submit an appeal from a Written Determination of responsibility following either (i) a Live Hearing, or (ii) the University's dismissal of a Formal Complaint, or any allegation contained within a Formal Complaint. In either case, the University will process the Appeal pursuant to this Section.

10.1 Filing of an Appeal. Within five (5) days of the submission of the Written Determination or Dismissal, either the Complainant or the Respondent may file a written appeal of the Written Determination or Dismissal. Any Appeal must be limited to one (1) of the three (3) bases for appeals identified in Section 10.2. Any Party submitting an appeal will have an opportunity to provide a statement in support of, or challenging, the Written Determination or Dismissal. Following the submission of an Appeal, the Title IX Coordinator will provide to the non-Appealing party notice that an appeal has been filed, along with a copy of the written appeal and directions on how to respond to the appeal.

10.2. Bases for Appeal. The University will consider Appeals of a Written Determination or Dismissal on the following three (3) grounds:

10.2.1. A procedural irregularity that affected the outcome of the matter;

10.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made and that could affect the outcome of the matter; and

10.2.3. The Title IX Coordinator, Title IX Investigator, or Decision Maker(s) had a conflict of interest or bias against complainants or respondents generally, or the Complainant or Respondent specifically, that affected the outcome of the matter;

10.3 Responding to Appeals. The non-appealing Party will have five (5) days following receipt of the Notice of Appeal to respond to the written appeal by providing a written statement either supporting or challenging the Written Determination or Dismissal (as applicable), and responding to the bases of appeal.

10.4. Written Decisions of Appeals. At the conclusion of the time period identified in Section 10.3, a new Decision Maker, assigned for the purpose of the Appeal, will review all documents received in connection with the written appeal and provide a written decision on appeal (Written Decision). The Written Decision will include a rationale for the result as to each basis of appeal identified by the appealing party. On Appeal, the Decision Maker may choose to either:

10.4.1. affirm the Written Determination or Dismissal;

10.4.2. reverse the Written Determination's finding of responsibility or no responsibility;

10.4.3. reverse the Dismissal of a Formal Complaint, or an allegation included in a Formal Complaint; or

10.4.4. deny the appeal because it does not fall within the bases for Appeal as identified in this Section 10.2.

The Decision Maker on appeal will provide the Written Decision to the Title IX Coordinator, who shall provide a copy of the Written Decision simultaneously to the Parties.

10.5. Final Disciplinary Sanctions and Remedies. Should the Decision Maker affirm the Written Determination as to responsibility, or deny an appeal challenging responsibility, the determination regarding responsibility will become final, and the Title IX Coordinator shall notify University offices and official as necessary to ensure the implementation of any Disciplinary Sanction and/or Remedies included in the Written Determination.

10.6. Effect of Reversal on Appeal. Any Dismissal of a Formal Complaint, or any allegation included in a Formal Complaint, that is reversed on Appeal by the Decision Maker will proceed through the Grievance Process outlined in this Policy.

**11. Additional University Process.** In certain circumstances, the allegations raised in the Grievance Procedures, or the actions of an individual during the Grievance Process may merit additional University process through the Student Code, Greenwood Handbook, Faculty Handbook, or Employee Handbook. Circumstances that may merit additional process include:

11.1. Other Discrimination or Harassment on the Basis of Sex. As contemplated by Sections 1, 3.32, 5.2, and 6, allegations of discrimination or harassment that do not meet the definition and/or jurisdictional requirements of “Sexual Harassment” provided by the Title IX Regulations and this Policy will be processed in a manner consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures. (insert hyperlink)

11.2. Materially False Statements. The Title IX Coordinator shall, at the conclusion of the Grievance Process and at the recommendation of the Decision Maker, request that an appropriate University official address any claim that an individual involved in the Grievance Process made a False Statement in the course of the Grievance Process. Such submission will be done only in good faith and will not be done solely because a finding of responsibility was counter to the statement made by a Party.

11.2.1. Allegations that a student made a materially False Statement in the course of the Grievance Process will be forwarded to the Office of Student Conduct for consideration under the Student Code.

11.2.2. Allegations that a Greenwood-student made a materially False Statement in the course of the Grievance Process will be forwarded to the Director of Greenwood Laboratory School for consideration under the Greenwood Handbook.

11.2.3. Allegations that a faculty member made a materially False Statement in the course of the Grievance Process will be forwarded to the Office of the Provost for consideration under the Faculty Handbook.

11.2.4. Allegations that a staff member made a materially False Statement in the course of the Grievance Process will be forwarded to the Office of Human Resources for consideration under the Employee Handbook, subject to any Collective Bargaining Agreement.

11.3. Claims of Retaliation. Nothing in this Policy prevents any individual from making a claim of Retaliation as defined in this Policy and in other University policies.

11.3.1. Allegations that a student has retaliated against an individual pursuant to this policy should be directed to the Office of Student Conduct for consideration under the Student Code.

11.3.2. Allegations that a Greenwood-student has retaliated against an individual pursuant to this policy should be directed to the Director of Greenwood Laboratory School for consideration under the Greenwood Handbook.

11.3.3. Allegations that a faculty member has retaliated against an individual pursuant to this policy should be directed to the Office of the Provost for consideration under the Faculty Handbook.

11.3.4. Allegations that a staff member has retaliated against an individual pursuant to this policy should be directed to the Office of Human Resources for consideration under the Employee Handbook.

**12. Required Training.** The University will ensure that all individuals serving as the Title IX Coordinator, Title IX Investigator, and any Decision Makers receive training on the topics identified in Section 12.1. All training required by this Policy, including any position-specific training identified in Section 12.2, will be made available on the University’s Title IX website.

12.1. General Training. The University Title IX Coordinator, Title IX Investigator, and Decision Makers will all be required to engage in training covering the following topics:

- 12.1.1 The definition of Sexual Harassment under §106.30 of the Title IX Regulations and as used in this Policy;
- 12.1.2 The scope of the University’s education program or activity;
- 12.1.3. How to conduct an investigation and the Grievance Process; and
- 12.1.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

12.2. Position Specific Training. In addition to the training set forth in Section 12.1, the following positions will be required to engage in training covering the following position-specific topics:

12.2.1 Decision Makers. All Decision Makers must be trained on topics including:

- i. how to serve impartially;
- ii. issues of relevance as described in Section 9; and
- iii. any technology to be used at the Live Hearing.

12.2.2. Title IX Investigators. Any individual who serves as a Title IX Investigator must be trained on topics including:

- i. issues of relevance; and
- ii. technology to be used to populate the Electronic Database discussed in Section 8.2.

**13. Publication of Policy.** On an annual basis, the Title IX Coordinator will coordinate with necessary University Officials to ensure that applicants for University admission and employment, current students, parents or guardians of Greenwood students, and current employees (including those subject to Collective Bargaining Agreements) are provided with access to this Policy and the current Title IX Coordinator contact information identified in Section 4. This Policy is available online in the University’s Policy Library and will be included by reference in the Student Code, Greenwood Handbook, Employee Handbook, Faculty Handbook, and other documents distributed to University students.

**14. Preservation of other Rights.** Nothing in this Policy is intended to modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA), as applicable. Anticipated barriers due to a disability related to this policy should be addressed to the following University offices:

14.1 Students with a disability who anticipate barriers related to this Policy should request an accommodation through the University’s Disability Resource Center, Meyer Liability, Suite 111 or by calling 417-836-4192.

14.2. Faculty and Staff with a disability who anticipate barriers related to this Policy should request an accommodation through the University’s Deputy Compliance Officer, Carrington Hall, Suite 205 or by calling 417-836-6755.

VIII.D.

**RECOMMENDED ACTION** - Approval of Amendments to the *Employee Handbook for Administrative, Professional and Support Staff* employees and related policies.

The following resolution was moved by \_\_\_\_\_  
in addition, seconded by \_\_\_\_\_:

**WHEREAS**, Administration recommends that certain revisions be made to the *Employee Handbook for Administrative, Professional and Support Staff* (“Employee Handbook”); and

**WHEREAS**, specifically, some revisions to the Employee Handbook are needed due to changes in operating procedures, clarification, process improvement, and overall ongoing changes to the handbook; and

**WHEREAS**, some revisions to the Employee Handbook are legally required due to new Title IX regulations that take effect on August 14, 2020; and

**WHEREAS**, as a result of the proposed revisions to the Employee Handbook, similar revisions to the *Faculty Handbooks*, the Medical Plan, the Dental Plan, and/or other group insurance agreements may be required in order to ensure consistency and accuracy across these documents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the Employee Handbook be revised in accordance with Attachment A; that the *Faculty Handbooks*, Medical Plan and Dental Plan, and other group insurance agreements, be revised as necessary to ensure consistency between said documents and the Employee Handbook; and that the President and the Vice President for Administrative Services be granted authority to correct any typographical, grammatical, and formatting errors appearing from time to time to retain accuracy and consistency, to revise sections within the handbook to provide clarification or process improvement, to revise other University procedures and plan documents to allow the application of the above handbook changes, and to ensure compliance with applicable law.

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

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

**COMMENTS:** Sections of the Employee Handbook have been updated to reflect current processes and existing practices, provide clarification on existing processes, comply with new Title IX regulations, and to correct grammatical, typographical, and formatting errors. Other sections of the Employee Handbook have been modified to streamline processes and ease administrative burden.

Please see the actual changes to be made within Attachment A. These changes are summarized as follows:

Changes Required by New Title IX Regulations

- Para: 2.1, 2.2, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.3, 2.10, 2.16, 2.17, 3.8, 3.10, 9.4, 10.0

Language Updates to Comply with New State Law: Election to or Holding Public Office

- Para: 2.13.2

Language Clarifications and Updates to Reflect Current Processes

- Para: 2.18, 3.4, 3.5, 3.7, 3.15, 3.20.1, 4.3.7, 5.1, 5.2, 5.2.1, 5.2.3, 5.2.4, 5.3.1, 5.3.3, 6.10, 7.17, 9.2, 9.2.1

Shared Leave Changes

- Para: 7.19.4, 7.19.5

## Attachment A:

### 2.1 NON-DISCRIMINATION POLICY STATEMENT

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of military organizations associated with the Armed Forces of the United States of America.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer. Inquiries concerning the complaint/grievance procedure related to sex discrimination, including sexual harassment and sexual assault, should be addressed to the Title IX Coordinator, Carrington Hall 205, 901 S. National Ave., Springfield, Missouri 65897, [jillpatterson@missouristate.edu](mailto:jillpatterson@missouristate.edu), [TitleIX@missouristate.edu](mailto:TitleIX@missouristate.edu), 417-836-8506, or to the Office for Civil Rights. All other inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, Office for Institutional Equity and Compliance, ~~Park Central Office Building, Suite 111, Springfield, Missouri 65897~~ Carrington Hall 205, 901 South National Ave, Springfield, Missouri, 65897, [equity@missouristate.edu](mailto:equity@missouristate.edu), 417-836-4252, or to the Office for Civil Rights. (Res. Board Policies No. 70-11; Bd. Min. 10-28-11.) Effective Date: Approved by Board of Governors: February 5, 2016.

### 2.2 PROHIBITION OF DISCRIMINATION AND ~~SEXUAL~~ HARASSMENT

~~The complete Prohibition of Discrimination and Harassment Policy can be found on the Institutional Equity and Compliance website. In furtherance of the University's commitment to non-discrimination, the Board of Governors has adopted G1.31, Reporting Allegations of Discrimination on the Basis of a Protected Class, which can be accessed in the Policy Library, located on the University's website. While a~~All forms of discrimination and harassment degrade the quality of work and diminish the academic mission, academic and working environment of the university, and are wholly inconsistent with the university's public affairs mission. ~~sexual harassment because of its nature, has received special attention in the courts. Further, Sexual harassment is especially troubling in the academic environment due to because of~~ the unique relationship between student and faculty member or supervisor and subordinate, and the inherent inequities in power ~~that exist in such relationships. sexual harassment is especially troublesome in the academic environment.~~ sexual harassment not only violates the law and University policy but also can damage personal and professional relationships, cause career or economic disadvantage, expose the University to legal liabilities, a loss of federal research funds, and other financial consequences.



The best way to prevent sexual harassment is through awareness and education. This policy is aimed at increasing awareness regarding sexual harassment by making available information, education, and guidance on the subject. The following definition of sexual harassment is included in this policy:

- ~~1. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or other unwelcome written, verbal or physical conduct of a sexual nature when:~~
- ~~2. submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education, employment, or participation in University program or activity;~~
- ~~3. submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting that individual's academic standing, employment status or participation in a University program or activity; or~~
- ~~4. such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile, or offensive environment for that individual's employment, education, or participation in a University program or activity. (This third situation is commonly known as hostile environment sexual harassment.)~~
- ~~5. Sexual harassment may occur between members of the same or opposite sex (i.e., male to female, female to male, male to male, female to female), may occur between persons of the same or different University status (i.e., student to student, faculty to faculty, staff to faculty, faculty to student). Groups of individuals may also be found to engage in sexual harassment.~~
- ~~6. Harassment based on a person's sex is not limited to instances involving sexual behavior. The courts have recognized both sexual harassment based on sexual advances or overtones, as well as sex or gender discrimination because of a person's sex (i.e., being denied equal treatment because a person is a female or male, being treated differently because of gender stereotypes).~~
- ~~7. A person does not have to be the direct and immediate target of sexual harassment to complain about it. Harassing behavior toward others may be so offensive, demeaning or disruptive as to constitute a hostile work or academic environment, though not specifically directed at the observer or individual lodging the complaint.~~
- ~~8. Conduct alleged to constitute sexual harassment will be evaluated according to the objective standard of a reasonable person of the same sex as the victim.~~
- ~~9. Except in the case of relationships between employees and students enrolled in their classes or subject to their supervision, consensual sexual or romantic relationships do not automatically violate this policy. However, because of the nature of the relationship and inequities of power, the apparent consensual nature of the relationship is inherently suspect of abuse of power.~~

Any member of the University community who believes that he or she has been the subject of sexual harassment, or any other type of sex discrimination (including discrimination on the basis of marital status, family status, pregnancy, sexual orientation, gender identity, or gender

~~expression)-should immediately report the alleged act immediately- such concerns to his or her supervisor or the Office for Institutional Equity and Compliance the Title IX Coordinator, who is located in Carrington Hall 205, 901 S. National Ave, Springfield, Missouri, 65897, and who may be contacted at JillPatterson@MissouriState.edu TitleIX@missouristate.edu or (417)-836-8506.~~

~~Any member of the University community who believes that he or she has been the subject of discrimination on the basis of any other protected class (i.e. race, age, religion, national origin, disability, veteran's status, or genetic information) should immediately report such concerns to the Office for Institutional Equity and Compliance (OIEC), which is located in Carrington Hall 205, 901 S. National Ave, Springfield, Missouri, 65897, and may be contacted at equity@missouristate.edu or (417-836-4252.~~

~~The university will respond to instances of Allegations of sexual harassment that meet the definition of jurisdictional requirements of Title IX of the Education Amendments of 1972 ("Title IX") and its implementing regulations will be addressed as set forth in Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy. All other allegations of discrimination or harassment (including sexual harassment as defined by the Title VII of Civil Rights Act of 1964 ("Title VII" will be addressed in a manner consistent with Op1.02-2 Discrimination Complaint and Investigation Procedures. Employees who are found to be responsible for engaging in acts of discrimination and/or harassment will be subjected to disciplinary action in accordance with the, and will respond appropriately to those who violate this policy, up to and including termination of employment.~~

### **2.2.1 Discrimination and Harassment Training Policy**

To create a positive learning, working and living environment, the University must provide an atmosphere free of discrimination and harassment. The most effective way to prevent discrimination and harassment is through awareness and education. There are at least four goals to be achieved through education: (a) ensuring that all alleged victims (and potential victims) are aware of their rights; (b) notifying individuals of conduct that is proscribed; (c) informing administrators about the proper way to address complaints of violations of this policy; and (d) helping educate the community about the problems this Policy addresses.

To achieve these goals, ~~Missouri State University Office for Institutional Equity and Compliance the Division of Legal Affairs and Compliance~~ has developed a training program to inform, educate and guide members of the University community on sexual harassment and discrimination. New employees must complete ~~the online Office for Institutional Equity and Compliance training program- both the Preventing Discrimination and Harassment Online Training Program and the Preventing Sexual Misconduct (Title IX) Online Training Program ("Compliance Training)~~ within 30 calendar days ~~from their start date of commencing employment with the University.~~ Every three (3) years, all University employees are required ~~to complete the Preventing Discrimination and Harassment Online Training Program and the Preventing Sexual Misconduct (Title IX) Online Training Program refresher. to repeat the Compliance Training.~~

### **2.2.2 Reporting Discrimination and Harassment Policy**

~~All employees are required to report any concerns or allegations of discrimination or harassment involving members of the campus community (i.e., faculty, staff, and students) of which they become aware.~~

~~Reports should be made as soon as possible, but in no event later than three (3) calendar days~~

~~after learning of such concern or allegation. Additionally, reports must be made to either the Title IX Office or the OIEC, as indicated above. Reporting a concern or allegation of discrimination or harassment to a supervisor, without also reporting to the Title IX Office or the OIEC (as applicable) does not satisfy an employee's reporting obligation under this policy. An employee who refuses or otherwise fails to report an allegation or concern under this policy is subject to disciplinary action up to and including termination of employment.~~

~~Any member of the Missouri State University community who has been subject to discrimination or harassment or who has witnessed discrimination or harassment, on any basis not related to the educational requirements for students or the applicable job requirements for employees, is encouraged to report it immediately to the Office for Institutional Equity and Compliance. A person does not have to be the direct target of the discrimination or harassment to report it. The University is committed to handling complaints and reports of discrimination and harassment swiftly, fairly, and with sensitivity.~~

~~The method for reporting harassment is outlined in the *Missouri State University Office for Institutional Equity and Compliance Complaint Procedures*.~~

### **2.2.3 Guidelines for Responding to and Reporting Child Abuse/Neglect or Victims of Violence or Harassment**

In acknowledging its responsibility for promoting a positive learning environment and understanding that there may be occasions when staff receive information regarding possible child abuse or neglect or acts of violence or harassment to another person, the university has developed guidelines for responding to such incidents. Under Missouri law, certain professions are "mandated reporters" with respect to suspected or reported child abuse and neglect. Such positions include physicians, nurses, psychologists, social workers, day care center workers, other childcare workers, teachers, principals or other school officials, or other persons with responsibility for the care of children.

The University has established Op7.09 Guidelines for Faculty/Staff in Dealing with Reports of Child Abuse/Neglect to outline the statutory requirements for employees who are deemed "mandated reporters" under the law. Employees who need guidance regarding "mandated reporter" obligations may contact the Division of Legal Affairs and Compliance at (417) 836-8507 for assistance.

~~These guidelines provide that some employees, including teachers at Greenwood Laboratory School, nurses, day care workers, or those who have care and custody of a minor child are "mandated" reporters under Missouri statutes (R.S.Mo 210.109-210.166) with regard to child abuse or neglect. Specific information regarding these guidelines can be obtained by contacting the Office for Institutional Equity and Compliance, Park Central Office Building, Suite 111, 901 South National, Springfield, Missouri 65897, (417) 836-4252.~~

### **2.2.4 Consensual Sexual or Romantic Relationships**

~~In general—There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions, and the party who holds the position of greater authority or power assumes such risks, and parties in such a relationship assume those risks. In the University context, such positions include (but are not limited to) supervisor and employee, senior faculty and junior faculty, mentor and trainee, professor and student. Because of the~~

potential for conflict of interest, exploitation, favoritism, ~~and bias,~~ and the appearance of impropriety, such relationships ~~may~~ undermine the real or perceived integrity of the supervision and evaluation provided. ~~Such~~ Additionally, such relationships may be less consensual than the individual whose position confers power or authority believes. The relationship is likely perceived in different ways by each of the parties to it, especially in retrospect.

Moreover, such relationships may harm or injure others in the academic or work environment. Relations in which one party is in a position to review the work or influence the career of the other may provide grounds for complaints by third parties when that relationship gives undue access or advantage, restrict opportunities, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic involvement, this past consent does not remove grounds for a charge based upon subsequent unwelcome conduct.

Where such a relationship exists, the person in the position of greater authority or power will bear the primary burden of accountability, and must ensure that he or she – and this is particularly important for faculty members – does not exercise any supervisory or evaluation function over the other person in the relationship. Where such recusal is required, the recusing party must also notify his or her supervisor, department head, or dean, so that such head, dean or supervisor can exercise his or her responsibility to evaluate the possibility and adequacy of ~~the~~ alternative supervisory evaluative arrangements. ~~to be put in place.~~ Staff members, may instead, as an option, notify the Office of Human Resources. To reiterate, the responsibility for recusal and notification rests with the person in the position of greater authority or power. Failure to comply with these recusal and notification requirements is a violation of this policy, and therefore grounds for disciplinary action up to and including termination of employment.

With students – The University will view it as unethical and a violation of this policy if University employees engage in sexual or romantic relationships with students enrolled in their classes or subject to their supervision. Such employee-student relationships may include, but are not limited to, faculty and student, adviser and advisee, teaching assistant and student, coach and athlete, and the individuals who supervise the day-to-day student living environment of student residents. The behavior is, in most cases, unethical even when the relationship is consensual (i.e., both parties have consented), because the voluntary consent of the student is in doubt, given the power imbalance in the student-employee relationship. Even if consent were to be shown, a clear conflict of interest would still exist which might create the appearance of discrimination or favoritism in grading or access to educational opportunities. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Relationships between a graduate student and an undergraduate student, when the graduate student has some supervisory responsibility for the undergraduate student, are ~~covered~~ prohibited by this policy.

### **2.3 DISABILITY AND REASONABLE ACCOMMODATION**

Missouri State University is committed to providing an accessible and supportive environment for employees with disabilities. Equal access for qualified employees with a disability is an obligation of the University under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Missouri State University does not discriminate on the basis of disability against otherwise-qualified individuals in any program, service or activity offered by the University. The University is committed to ensuring that no otherwise-qualified

individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids or other appropriate services; however, accommodations cannot result in an undue burden to the University or fundamentally alter the essential functions of the job.

The complete Disability Accommodations Policy can be found ~~on the Institutional Equity and Compliance website in the University's Policy Library, available on the website.~~ An employee needing to request a reasonable accommodation for a disability should contact the ~~Office for Institutional Equity and Compliance, Park Central Office Building, Suite 111, telephone (417) 836-4252. Deputy Compliance Officer, whose office is located at Carrington Hall 205, 901 S. National Ave, Springfield, Missouri, and who may be reached at (417) 836-8507.~~ Employees of the West Plains campus ~~should~~ may also contact the Affirmative Action Liaison, University/Community Programs Office, West Plains Civic Center at (417)-255-7966.

## 2.10 CONFLICT OF INTEREST

A Conflict of Interest Policy has been adopted by the University's Board of Governors. This policy sets forth provisions to assist Governors, officers, faculty and employees in avoiding improper outside influences on institutionally related decisions and activities, or using their position or property of the University for their personal, financial, or political gain. The general policy specifically addresses outside interests and compensation; use and disclosure of confidential information; financial and political gain; selling, renting, leasing of property; faculty consultation activity; contracting procedures; and prohibited services after termination of office or employment.

An employee must disclose to his or her supervisor all relevant facts related to activities which might involve a conflict of interest. This disclosure obligation includes involvement in a consensual romantic relationship, as set forth in Section 2.2.4. A copy of the complete Conflict of Interest Policy is available upon request from the Department Head or the Office of Human Resources. Missouri statutes require any officer or employee of the University who has direct administrative and operating authority to approve, disapprove, or make binding decisions for the University or to authorize or enter into any contract on behalf of the University to provide annual financial disclosure statements. The statement must be completed and filed within 30 days of employment or within 30 days of being transferred or promoted into a position determined to be covered by the statutes (e.g., vice-president, director, and manager).

The University will determine and annually notify employees required to complete the financial disclosure statements. The completed statement should be submitted to the Missouri Ethics Commission.

### 2.13.2 Election to or Holding Public Office

Consistent with state law, employees are permitted to run for any elective office, including any partisan political office. Such activity must be conducted on the employee's own time and shall not interfere with University duties.

~~Before officially announcing as a candidate for or accepting any elective office, employees must inform their supervisor of such intention and that supervisor must make the fact known to the President of the University through appropriate channels. If the regulations permit, the President~~

~~will offer no objection to the candidacy, provided it does not require time or attention that should be given to University duties.~~

- ~~• Subject to the requirements of the Notice to the President, an employee may, without permission of the President, become a candidate for and hold a non-partisan part-time position of political office, such as member of a school board, member of a city council, member of a county legislative body or other local school or municipal office which is part-time.~~

~~Such activity must be conducted on the individual's own time, and shall not interfere with University duties.~~

- ~~• The holding of any elective, full-time office in local, county, state or the federal government, including state representative or senator, is forbidden while the person is employed by the University. Before accepting such an office, a person is required to resign his or her University post. A person seeking election to such an office must resign or request a leave of absence as of the date the person receives the nomination, e.g. the date of successful primary election.~~

The policy is subject to any applicable provision of law or determination of the Missouri Ethics Commission.

## **2.16 ZERO TOLERANCE OF WORKPLACE VIOLENCE AND THREATS**

Missouri State University recognizes that in order to effectively fulfill its stated mission and goals the work environment needs to be free of violence and threats for all members of the University community. Missouri State University is committed to providing a work environment that is free from violence and threats of violence and will not tolerate workplace violence of any type, from any source.

Workplace violence, as defined for this policy, is any physical assault, threatening or intimidating behavior, harassment/bullying or verbal abuse occurring in the work setting whether direct or through the use of University facilities, property or resources. It includes, but is not limited to beatings, stabbings, shootings, sexual assault, dating/domestic violence, oral or written statements, psychological traumas such as threats, obscene phone calls, an intimidating presence, gestures and expressions, ~~and harassment of any nature such as stalking~~, swearing or shouting, and bringing prohibited weapons onto University property.

The University's Zero Tolerance policy applies to all work locations, including offices, work sites, vehicles, field locations or other locations where University business is conducted. All members of the University community are covered under this policy, including faculty, staff, and students and prohibit threatening or violent actions by employees directed against other employees, by employees directed against students, or visitors, and by students or visitors directed against University employees or other students or visitors.

~~Domestic violence can be a form of workplace violence (See Section 2.17 regarding the University's domestic violence policy).~~

The University considers threats and acts of violence on campus as a serious violation of University policy and will respond promptly to reports of violence and/or threats including prompt investigation and timely involvement of law enforcement agencies, when appropriate. ~~The following link provides more~~[Review the Workplace Violence web page](#) for information on violence and threats of violence, including domestic violence, in University facilities and on University property.

## 2.17 DOMESTIC/DATING VIOLENCE IN THE WORKPLACE

Missouri State University seeks to create a supportive workplace environment in which employees feel comfortable discussing domestic violence and seeking assistance for domestic violence concerns. The purpose of this policy is to increase awareness of domestic violence and to provide guidance to employees and management in addressing domestic violence issues and their effects in the workplace.

Domestic/dating violence, as defined for this policy, is any physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person. Such behavior can be violent or threaten violence and may result in physical or emotional harm or otherwise place a person's safety and productivity at risk. Domestic/dating violence is a serious problem that affects people from all walks of life. It can adversely affect the well-being and productivity of faculty and staff members who are victims, as well as their co-workers.

Missouri State University does not tolerate domestic/dating violence in the workplace, including offices, work sites, vehicles, field locations or other locations where University business is conducted. ~~Domestic violence perpetrators may be removed from the premises and may be subject to arrest and/or criminal prosecution. Employees who engage in domestic violence in the workplace, or who use University facilities, property or resources to engage in domestic violence are subjected to disciplinary action, including termination of employment. Accordingly, allegation or concerns of domestic/dating violence involving members of the University community (i.e., when both the alleged victim and the alleged perpetrator are faculty, staff, and/or students) should be reported to the Title IX Office (located in Carrington Hall 205, and available at (417) 836-8507). Such allegations or concerns will be processed via Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy, as domestic/dating violence constitutes sexual harassment as defined by Title IX. Employees who engage in domestic/dating violence in the workplace, who use university facilities, property or resources to engage in domestic/dating violence, or who are criminally charged with domestic/dating violence offenses are subjected to disciplinary action, up to and including termination of employment.~~

The University is committed to working with faculty and staff members who are victims of domestic/dating violence to prevent ~~abuse and harassmentsuch violence~~ from occurring in the workplace and to reduce its impact on employee well-being and productivity. No faculty or staff member will be penalized or disciplined solely for being a victim of ~~harassment in the workplace~~domestic/dating violence. Faculty and staff members who are victims of domestic/dating violence are expected to cooperate with the University in instituting approaches to create a safe working environment for them, as well as their co-workers. ~~Additionally, the Title IX Office (located in Carrington Hall 205 and available at (417) 836-8506), All Missouri State University employees need to take seriously the problem of domestic violence and its effect in the workplace. The University's Title IX Office (836-6810), located in Carrington Hall 205, is available to meet with employees who are experiencing or have concerns about domestic~~

violence in order to discuss available options and resources. Employees may also contact the Family Violence Center, (417) 837-7700, 24-hour hotline (417) 864-SAFE (7233) or (800) 831-6863 or the Missouri Coalition of Domestic Violence, (573) 634-4161 or The Victim Center, 417-863-7273.

## **2.18 POSSESSION OF FIREARMS POLICY**

It is the policy of Missouri State University to prohibit the unauthorized possession of ammunition, firearms, explosive weapons, and other weapons. ~~The Possesion of Firearms Policy (G2.02) can be found in the Missouri State Policy library on the webpage, as defined in Missouri Revised Statutes Section 571.010 (2), (6), (8), (10), (11), (13), (17) and (18) on University premises (including parking lots and vehicles owned or leased by the University) by employees of the University (i.e., full time and part time employees) and guests, except employees as outlined below. Authorization to possess such items on University property or vehicles may be granted by the Director of University Safety and Transportation or his/her designee.~~

~~Employees of the state are authorized, as per RSMO 571.030, paragraph 6, enacted August 28, 2013 to have a firearm in the employee's vehicle on property owned or leased by the state if the vehicle is locked and the firearm is not visible, for the duration of time that the employee is conducting activities within the scope of his or her employment.~~

## **3.4 JOB POSTING**

University system-wide vacancy announcements of full-time positions are available:

- online on the University's Web Site, Employment Opportunities
- on the bulletin board outside the Office of Human Resources, Carrington Hall
- on a 24-hour telephone recording at (417) 836-4683
- on a 24-hour Bid Information Hotline for bargaining unit employees at (417) 836-8367 for ~~bid notices, notice of assignments, and~~ notice of awards for bargaining unit positions at various campus locations
- Online Union Bids and Awards for bargaining unit positions.
- with various affirmative action recruitment sources.

## **3.5 APPLICATION FOR VACANT POSITIONS**

Each position announcement that is posted or advertised specifies the application procedures for the applicant or employee to complete. To be considered for a specific position, it is the responsibility of all applicants, internal or external, to monitor vacancies at <https://jobs.missouristate.edu> and complete the online application form before the posted closing date.



Falsification of application materials, is grounds for termination of employment or non-selection of an applicant.

A current employee interested in being considered for transfer or promotion to a vacant position at the University should apply online at <https://jobs.missouristate.edu>. (See Section 4.3.5 of this handbook for specifics regarding transfers.)

Individuals not employed by the University on a full-time basis are not eligible to apply for positions posted with the statement "Internal posting for promotion and transfer consideration of full-time, regular University employees only." However, in rare cases of business necessity upon the recommendation of the Vice President of the area in which the vacancy is being posted and with the prior approvals of the Director of Human Resources and the Director of Institutional Equity and Compliance, an individual not employed on a full-time basis may be allowed to apply.

### **3.7 CRIMINAL BACKGROUND CHECKS**

Missouri State University conducts background checks as outlined in the Criminal Background Check Policy. Consideration will be given to the relationship between a conviction and the responsibilities of the position that is or will be held. A relevant job-related conviction is grounds for termination of employment or non-selection of an applicant. For positions that require operation of a motor vehicle, a conviction shall include misdemeanor traffic violations.

~~Falsification of application materials, is grounds for termination of employment or non-selection of an applicant.~~ University employees must notify the Office of Human Resources within five (5) days of a conviction for a felony, or any drug, alcohol, or sex-related offense. Failure to report such conviction is grounds for disciplinary action up to and including termination of employment or non-selection of an applicant. Supervisors should notify the Office of Human Resources immediately upon being informed of any such conviction.

### **3.8 PRE-EMPLOYMENT PHYSICAL EXAMINATION**

~~After the employment offer, the applicant will be required to satisfactorily complete a pre-employment physical examination, including a drug screening, to determine whether the applicant is capable of performing the essential functions of the position. Physical examinations are given by the University's Magers Health and Wellness Center at no cost to the applicant. However, if Magers Health and Wellness Center finds it necessary to perform procedures other than those required by a routine exam or to refer the applicant to an outside specialist, those additional expenses will be the responsibility of the applicant. On the West Plains campus, tests are administered at a local contracted facility at no cost to the applicant. However, if the local contracted facility finds it necessary to perform procedures other than those required by a routine exam or to refer the applicant to an outside specialist, those additional expenses will be the responsibility of the applicant.~~

### 3.10 ORIENTATION

New full-time employees will attend an orientation program conducted by the Office of Human Resources. During orientation, employees receive information regarding University policies, compensation and benefit programs, and other general information about the University. Employees will complete the required employment paperwork. All new employees are required to complete the online ~~Institutional Equity and Compliance Training Program Compliance Training~~ as part of the new hire orientation program. (See Section 2.2.1 of this handbook – Sexual Harassment Training Policy). Employees may be required to complete additional compliance training for their individual job responsibilities as directed by their supervisor). Departments will provide their employees with a more specific orientation about the department and the employee's position.

### 3.15 VOLUNTEERS

Volunteers make an important contribution to the success of the University. ~~Judgment and care must be exercised in the use of volunteers.~~ In accordance with the Fair Labor Standards Act (FLSA), the University considers a volunteer to be an individual who performs hours of service for the University for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. ~~Some departments have established volunteer programs and use their own volunteer forms and tracking methods that have been approved by the Office of Human Resources. Departments without approved volunteer programs must have potential volunteers. Any person volunteering services to the University must be authorized by department head or director the departmental supervisor and approved by the Director of Human Resources before volunteer services can be performed. Volunteers must not be used in place of employees and may not displace an employee who would ordinarily be paid to do the same work.~~ Please contact the Office of Human Resources to ~~complete the appropriate form.~~ obtain the Volunteer Request and Agreement Form. ~~Volunteers must not be used in the place of employees and may not displace an employee who would ordinarily be paid to do the same work.~~

Volunteers may be covered by State of Missouri Workers' Compensation laws and therefore must, in the event of an on-the-job injury or work-related illness, follow the procedures for obtaining medical attention, reporting the injury/illness, and must complete all required forms as described in Section 6.5 of this handbook-Op 2.01.

Current University employees may not volunteer to perform duties they perform as employees of the University or duties that are similar to the employee's regular work at the University.

Employees who wish to work at University or departmental events must receive prior permission from their supervisor if the event occurs during the employee's regularly scheduled workday. Nonexempt employees may become eligible for overtime or their work schedule may need to be adjusted to accommodate the time away from regular job duties; supervisors should contact Human Resources for guidance.

## 3.20 FINAL PAY AND BENEFITS

When an employee terminates or is laid off from employment with the University, insurance coverage will terminate at the end of the month. For example, if an employee terminates employment on May 17th, then insurance coverage ends on May 31st. Employees have the option of requesting continuation or conversion of their insurance coverage after termination. For information about these options, employees should refer to the insurance plan booklets.

### 3.20.1 Property Clearance

When employment with the University is discontinued, for any reason, the employee is responsible for returning all University property in their possession. Departments with an interest in the return of University property are notified by Human Resources of the employee's departure. The departing employee and their department head are notified by Human Resources that any University property in the employee's possession needs to be returned before the termination date; a link to the Exit Questionnaire is also provided. An employee who is leaving the University will be sent a Property Clearance form and a link to the Exit Questionnaire by the Office of Human Resources. The Property Clearance form must be completed and certified by the appropriate departments and returned to the Office of Human Resources before 5:00 p.m. on or before the last day of work. A forwarding address must be included on the Property Clearance form. Employees are encouraged to complete and return the Exit Questionnaire to the Office of Human Resources.

~~All University properties, such as uniforms, clothing and tools must be returned to the departmental administrator or supervisor. All charges that have been incurred by the employee must be paid to the Bursar's Office (Business Office on the West Plains campus) before 5:00 p.m. on or before the last day of work. All keys and parking permit(s) shall be returned to the appropriate department.~~

### 4.3.7 Within-Grade Salary Adjustments

A within-grade salary adjustment is a salary increase without a change in grade and can be requested for employees for one of the following reasons:

- Internal equity – may be used to address salary inequities among individuals who are in positions that require similar skills, responsibilities and experience.
- Special market considerations – may be used when there are compelling market reasons for an adjustment.
- Additional Responsibilities – a salary increase of no more than 12%, not to exceed the maximum salary of the pay range, may be provided for employees who are assigned significant additional, ongoing job duties resulting from a reorganization or implementation of a new organizational initiative. Subsequent equity adjustments may be needed for other employees within the department. Documentation of additional responsibilities must accompany the PAF.
- Sustained commendable job performance – at the discretion of the cost center, dependent upon adequate budgeting, employees who have an ADP score in the top tier of their cost center for the previous 3 years may receive a salary increase of no

more than 12%, not to exceed the maximum salary of the pay range. ~~Documentation of the previous three ADP scores and their cost center standing must accompany the PAF.~~

## 5.1 PURPOSE

The University believes that a fair performance evaluation system is one of the keys to a successful performance-based compensation system. The performance evaluation tool and process must be trusted by the employee and supervisor, effectively and consistently used, and should incorporate individual goals. The University's Appraisal and Development Plan (ADP) process is designed to support the growth and development of employees within the organization and to recognize employees for their overall performance and contribution to the organization. The evaluation of employee performance is intended to be a continuous process of communication between employees and supervisors and to serve several purposes, including the following:

- Evaluate each employee's effectiveness in performing assigned duties and responsibilities.
- Establish performance standards as they relate to the current job description and in support of the University's goals and mission.
- Assist employees in developing additional knowledge, skills and abilities for job advancement.
- Document shortcomings or substandard performance and outline methods to improve future performance.
- Determine retention of an employee at the end of the probationary period.

- ~~evaluate each employee's effectiveness in performing assigned duties and responsibilities~~
- ~~identify factors that can improve job performance~~
- ~~clarify performance standards as they relate to the current job description~~
- ~~assist employees in developing additional knowledge, skills and abilities for job advancement~~
- ~~recognize exceptional performance~~
- ~~document shortcomings or substandard performance and outline methods to improve future performance~~
- ~~determine retention of an employee at the end of the probationary period~~
- ~~identify training and developmental needs~~
- ~~set and track performance toward specific job-related goals~~

It is the cost center administrator's responsibility to ensure performance evaluations are completed accurately and in a timely manner for his/her unit.

Resources and information on the University's Appraisal and Development Plan (ADP) process are available online or by contacting the Office of Human Resources, Performance Management for assistance.

## **5.2 METHOD OF EVALUATION**

The immediate supervisor will evaluate the employee's performance using a one (1) to five (5) rating scale that consists of the following five levels of performance: Exceptional (5), Commendable (4), Competent (3), Development Needed (2), and Unsatisfactory (1). Ratings can be entered in .25 increments. Supervisors should verify with their Cost Center Head for guidance on the utilization of the rating scale for whole numbers or increments.

Supervisors must conduct:

- A probationary performance planning meeting for new employees during their first week of employment, at the third month of employment, and at the sixth month of employment.
- A probationary performance appraisal for new employees at their third and sixth month anniversary date.
- An annual performance appraisal with all eligible employees during the annual rating period of October 1st through January 31st. An annual performance planning meeting with all eligible employees.

The ADP forms for the Planning and Appraisal Process is accessed and completed online through the My Missouri State portal. Both supervisors and employees are notified by email from HRPerformance@MissouriState.edu when they have actions to complete during the planning and appraisal processes for the annual and probationary ADPs.

Both the supervisor and the employee will acknowledge the online forms at the conclusion of the Appraisal Meeting. Acknowledgement represents that the employee is aware of and has been informed of the appraisal document. Confidentiality should be exercised in the management of the ADP documents and discussions for employees.

### **5.2.1 Performance Planning Meeting**

The performance planning meeting and the performance appraisal meeting may occur during the same meeting, if the supervisor desires. The supervisor communicates the University's and department's goals and objectives and helps the employee to relate his/her performance to the accomplishment of these goals by establishing measurable outcomes. This step is documented in the Objectives/Job Duties Performance Standards and Appraisal Section of the ADP form. The Organizational Values/Behaviors Section should also be reviewed so that the supervisor and employee have a common understanding of the behaviors expected for the position. Supervisors should provide feedback to their employees throughout the rating period to reinforce expected behavior and to address performance issues.

### 5.2.3 Mid-Year Meeting

~~A mid-year meeting should be conducted by supervisors with employees who are performing at a less than “Competent” (a rating less than 3) in any area. At this meeting, a Performance Improvement Plan (PIP) may be initiated to address performance. The mid-year meeting can provide an opportunity for the supervisor and employee to discuss progress and identify any challenges to accomplishing the established goals/objectives established at the beginning of the rating period. A mid-year meeting will reduce the chance that surprises will occur at year-end during the annual performance evaluation.~~

### 5.2.4 Performance Improvement Plan

A supervisor must initiate a Performance Improvement Plan (PIP) when an employee's overall performance rating is less than “Competent” (less than 3) or when a supervisor determines current performance requires improvement as part of the Annual ADP process. –The Performance Improvement Plan document should include:

- Behavior, performance, situations, or conditions that need to be changed.
- Expected changes by the employee to improve their performance or behavior along with demonstrated outcomes.
- Any supporting activities, training, or guidance to support the improvement.
- Expected timeline for improvement.

The PIP document becomes part of the employee's Appraisal and Development Plan for the rating period it was initiated. Supervisors should consult with their next line of supervision (Reviewer) when initiating a PIP on an employee since the Reviewer also signs the form at the establishment of the PIP and at the Follow-Up Review. Supervisors needing to address performance issues with an employee should contact the Office of Human Resources, Performance Management for assistance and guidance on the process prior to meeting with the employee. The Performance Improvement Plan form can be found online.

## 5.3 PROBATIONARY AND ANNUAL EVALUATIONS

The performance evaluation period is determined based upon the type of evaluation being rendered as described below.

### 5.3.1 Probationary Period Evaluations

New employees serve a six-month probationary period. During this period, the supervisor will complete two evaluations of the employee's work performance, at the third and sixth months of employment. Probationary evaluations assess the new employee's progress in learning the job.

During the first week of employment, the supervisor should conduct a performance planning meeting to review the job description with the employee and determine the

most important duties to be learned and goals to be accomplished during the probationary period. The probationary evaluations are primarily developmental and help the supervisor identify employee strengths and weaknesses along with- areas where more training is required. In a probationary evaluation, a rating of "3" does not mean competent as it does in the regular performance appraisal system. A rating of "3" means satisfactory progress has been made in learning how to do the job competently. Higher or lower ratings during the probationary period mean the new employee is progressing faster or slower than expected. An overall score of "3", meaning satisfactory progress is being made, is required for the new employee to be recommended for continued employment. An overall performance rating of 2.00-2.99 (development needed) at the three- or six-month evaluation period indicates that the supervisor should clarify job expectations and performance standards with the employee and together determine which aspects of the job need further explanation or additional training. An overall performance rating of less than 2.00 (unsatisfactory progress) at the end of the probationary period will~~may~~ result in termination of employment with the University. The supervisor can recommend an extension of the probationary period based on documented evidence that the normal probationary period provided insufficient time for the employee's job suitability to be determined. **Alternatively, if work or performance is judged to be unsatisfactory, probationary employees may be dismissed at any time during the probationary period.** Supervisors should contact the Office of Human Resources for assistance and approval to extend an employee's probationary period beyond six (6) months or to recommend termination of employment. Only the Director of Human Resources can grant an extension or terminate an employee. These actions should be initiated prior to the employee's six-month anniversary.

### 5.3.3 When Change in Supervision Occurs

- When an employee changes supervisors during the year, the following guidelines will determine the supervisor responsible for completing the ADP process for that employee. When a change of supervision occurs: between:
- January 31st and June 30th ~~February 1<sup>st</sup> through September 30th~~ – The new supervisor will complete the ADP for the employee. Input from the next level of supervision may be sought.
- ~~July 1st and September 30th – The new supervisor will evaluate the employee at the end of January and may seek input from the former supervisor to complete the ADP. If the former supervisor is not available, input from the next level of supervision should be sought.~~
- October 1st through and January 31st – The former supervisor completes the ADP for his/her former employee. If the former supervisor is not available, input from the next level of supervision should be sought.

## 6.10 MY MISSOURI STATE PORTAL

The My Missouri State portal allows the employee access to information about payroll, accounts receivable, and benefits. Access to My Missouri State requires a user ID-Bear Pass Account and password which the employee obtains at the time of employment. Self-service instructions for obtaining a user ID and activating your account or resetting forgotten or expired passwords

are available through a link on the My Missouri State login page. ~~Alternatively, the employee may set up an account in person through~~ Employees can contact the Computer Services Help Desk for assistance with their BearPass account and password. needing assistance with their accounts should contact ~~Computer Services in Cheek Hall, or at one of the open-access computer labs.~~

## 7.17 HOLIDAYS AND EXTRA GIVEN DAYS

The University observes several paid holidays throughout the year during which all employees, except those engaged in continuous operations, will be excused from work. ~~Seven~~ Eight (8) holidays always observed include the following days:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Day

Each year, additional days off may be designated by the University President. These days are referred to as “extra given days”.

A full-time employee shall be paid for a holiday or extra given day, only if the full-time employee worked or was on an approved paid leave (e.g., vacation or sick), including compensatory time off, on his/her regular scheduled workday prior to the holiday or extra given day. A .75 employee shall receive prorated pay.

- Employees who are not regularly scheduled to work during the week in which a holiday or extra given day, occurs (for example, nine or ten-month employees or employees on leave without pay) will not be paid for the holiday or extra given day.
- Certain University Housing will close during University scheduled holiday breaks during the winter and spring. Nine or ten-month employees who are regularly scheduled to work during these closures will be paid for observed holidays.
- Employees who are on unpaid Family and Medical Leave or a leave without pay on a day that is a recognized University holiday may not be paid for that holiday.
- Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not be paid for the holiday. However, employees who are supplementing their workers' compensation payments (i.e., the temporary total disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, or compensatory time off will be paid for the holiday.



- Employees whose regular work week consists of four 10-hour days will receive eight hours of holiday pay for all recognized University holidays. The employee will need to use vacation, compensatory time, or actual work hours during the week in which the recognized University holiday occurs in order to be paid for the remaining two hours of the holiday.

Nonexempt employees who are eligible to receive overtime compensation will be paid additional compensation if required to work on a holiday. The rate of compensation will be one and one-half times the regular straight-time rate for the hours worked on any of the seven holidays listed above or one times the regular straight-time rate for the hours worked on any "extra given day." This overtime compensation is in addition to the regular day's pay. The seven holidays listed above will be counted as "hours worked" toward 40 hours for the purpose of payment of overtime.

This policy does not apply to employees who are terminating employment or retiring: see Section 3.20.2 of this handbook.

#### 7.19.4 Eligibility

##### A. Receiving shared leave

1. Employee must have worked at least 12 months and have 1,250 hours of service in the previous 12 months at Missouri State University and be in a leave-earning position to apply for SLP benefits.
2. Employee must have donated at least 16 hours of earned vacation leave to the bank prior to requesting leave from the pool in order to receive donations from the SLP.
3. Employee must have experienced a qualifying event ([see 7.19.7 Qualifying Events](#)).
4. Employee must have exhausted all accrued vacation, sick leave and compensatory time.
5. Employee must normally return to work for six (6) continuous months following the last day of use of the donated time, if the maximum amount of approved SLP benefits were used; Family and Medical Leave eligibility will be determined before becoming eligible to apply for additional benefits from the pool.
6. Employees who are on a work-related injury and concurrent FMLA leave can supplement shared leave after their work compensation adjustments and accrued leave are used.

##### B. Donating shared leave

1. Vacation leave may be donated upon accrual.
2. Employee contribution may not exceed 48 hours, unless the office of human resources has communicated a need for additional days. In that case, employee(s) may contribute additional day(s) up to the limit requested at that time.
3. Time must be donated in whole hours with a minimum donation of ~~8~~4 hours.
4. Donated hours cannot be rescinded once they are donated.

##### C. Bone marrow and organ donation

1. An employee must be employed at Missouri State University for a minimum of ninety (90) days before applying for time from the SLP for bone marrow or organ donation. A leave accruing employee may apply for time from the shared leave pool for bone marrow or organ donation without a qualifying donation of vacation time to the shared leave pool and without first exhausting all accrued sick and vacation time. The employee must provide the SLP committee with written verification from health care facility that he or she is serving as a bone marrow or organ donor. The employee may be granted a maximum of forty (40) hours from the SLP for bone marrow donation and a maximum of two-hundred forty (240) hours from the SLP for organ donation.

#### **7.19.5 Shared Leave (SL) Committee**

- A. The SL Committee shall be comprised of seven (7) six (6) members: two (2) administrators, one (1) Office of Human Resources representative, one (1) West Plains Staff Senate member and two-three (3) Springfield Staff Senate members. The Director of Human Resources or their designee-, the Payroll Manager, and the a Office of General Counsel Legal Affairs and Compliance designee will act as ex officio members of the Committee. The Committee will be categorized as a University Committee.
- B. Committee appointment will be determined as follows:
  1. Staff Senate members will be appointed by the Staff Senate
  2. Human Resources representative will be appointed by the Vice President of Administrative Services.
  3. Two (2) administrators will be appointed by the University President
- C. The Committee will elect a new Chair and Vice Chair each year at the first meeting in July. Terms will run July – June.
- D. Members of the Shared Leave Committee shall serve a two-year calendar term with the exception of one (1) at Staff Senate member, which will serve a one-year term. The other Staff Senate members will serve a two-year term. Thereafter, the one-year Staff Senate appointee will serve a two-year term, which will allow the Staff Senate membership to be replaced on alternate years. In the event that the appointed Staff Senate member's term on Staff Senate ends before the term on the Shared Leave Committee, a new appointee will be appointed by their respective body.
- E. The Committee must sign a HIPAA Compliant Confidentiality Agreement promising to maintain all information on a confidential basis. Any breach of confidentiality will result in the committee member being excused and a replacement member being appointed. In addition, disciplinary action, up to and including termination of an employee may be taken as a result of any breach of confidentiality.

Examples of a breach of confidentiality include, but are not limited to:

1. Speaking of applicant's name and/or health condition outside of committee
  2. Speaking of applicant's number of hours requested outside of committee
  3. Speaking of the committee's decision and reasoning for granting or not granting benefits from the leave pool outside of committee.
- F. The SL Committee will determine whether the employee request falls under the guidelines for a qualifying event.
- G. The Committee will review all applications for the SLP and shall follow the criteria set out in this policy to approve or disapprove the request for SLP benefits. The Committee's decision is final.
- H. The Committee will convene as needed to review applications and approve or disapprove a SLP request. A minimum of four (4) committee members must be present to constitute a quorum. Name of applicant will remain anonymous.
- I. In the event that the SLP falls below \$25,000.00, no more shared leave will be authorized until more hours are available. Lower leave levels may determine leave distributions. If insufficient balances are experienced, the Office of Human Resources may send a communication to eligible employees indicating such a need but may not under any circumstances coerce an employee(s) to contribute leave time.

## 9.2 ATTENDANCE

The University expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, the University has established sick leave and long-term disability benefit plans to compensate full-time regular employees for certain time lost for legitimate medical reasons. (See [G7.02-7 Leave Benefits](#) ~~Chapter 7 of this handbook for information regarding leave benefits.~~)

### 9.2.1 Absence

If possible, Eemployees must notify their supervisor or other designated departmental personnel, in advance, ~~(but no no~~ later than 30 minutes after their starting time), of their inability to report for work as scheduled following departmental guidelines. Employees in custodial, grounds, and mechanical maintenance positions are required to notify their supervisor or other designated personnel in the department no later than 30 minutes before the start of their regular work schedule. In providing notification, employees should give a reason for their absence and an indication of when they will return to work.

Notification is the procedure for reporting an absence and does not serve as the supervisor's approval of the absence. Failure to properly notify the University may result

in an unexcused absence. Absenteeism that is unexcused or excessive in the judgment of the University is grounds for disciplinary action, up to and including dismissal.

### 9.2.2 Tardiness and Leaving Work Early

Employees must notify their supervisor if they anticipate being late to work. Tardiness that is unexcused or excessive in the judgment of the University is grounds for disciplinary action, up to and including dismissal. Employees must obtain prior permission from the supervisor in order to leave work early.

## 9.4 DISCIPLINARY GUIDELINES FOR MISCONDUCT

Employees whose work performance does not meet required standards or who violate rules, regulations or policies of the University, as determined by a preponderance of the available evidence, may be disciplined according to the seriousness or repetition of the violation. While formal disciplinary steps usually are not required for dismissal of probationary or part-time employees, supervisors and department heads must contact the Office of Human Resources regarding appropriate dismissal procedures for all employees including probationary or part-time employees before taking such action.

Certain actions can cause employees to be disciplined, including but not limited to the following:

- Insubordination
- Refusal to obey directions or accept assignments; refusal to work required overtime
- Inefficiency, incompetency, or inability in the performance of duties
- Careless workmanship or negligence in the performance of duties
- Disregarding safety and/or security regulations
- "Horseplay" which endangers self or other employees
- Sleeping, loitering or loafing during working hours
- Reporting to work under the influence of drugs or alcohol; refusal to consent to drug or alcohol testing
- Unlawful manufacture, distribution, dispensing, possession or use of controlled substances on University property or as part of University activities
- Unauthorized possession, use or distribution of alcohol on University property or in conjunction with university activities. ~~The possession, use or distribution of alcohol in conjunction with University activities not on University property shall be in compliance with applicable federal laws, state laws, and local ordinances~~
- Excessive, unnecessary or unauthorized use of University supplies, materials, equipment, or vehicles particularly for personal purposes
- Unauthorized use or misuse of all computer systems, equipment, and software
- Careless, negligent or improper use of University property including official vehicles
- Conducting personal business on the job during work hours
- Excessive or unauthorized use of telephones
- Habitual or flagrant improper use of leave privileges; failure to return from approved leave of absence
- Continual tardiness or chronic absenteeism; failure to notify supervisor of absence
- Leaving the job during working hours without permission

- Fraudulent acts, dishonesty, or misrepresentation including falsifying employment application or work records or other University work records: including their own or another employee's work record such as falsifying time records
- Conviction of a criminal act or illegal activity reasonably related to conduct relevant to the workplace
- Fighting or using obscene, abusive, or threatening language or gestures
- Theft or not reporting one's knowledge of theft of University property
- Gambling during working hours
- Unauthorized possession of ammunition, firearms, explosive weapons, other weapons as defined in Missouri Revised Statutes Section 571.010(2),(6),(10),(11),(13),(17) and (18), on University premises or while on University business. Authorization to possess such items on University property may be granted by the Director of Safety and Transportation or his/her designee
- Viewing, creating, and/or distributing pornographic materials while at work or utilizing University resources
- Violating the University's [nondiscrimination and/or sexual harassment policy policies prohibiting discrimination and/or harassment](#)
- Violating University rules, policies, ~~or~~ regulations, or departmental work rules
- Unauthorized release of confidential information from official records
- Disorderly or immoral conduct on the University premises
- Smoking where prohibited
- Misconduct off duty which reflects discredit on or causes embarrassment to the University or to the State of Missouri

## 10.0 Grievance Procedure

This grievance procedure is designed to address complaints and disputes between the employee and the University over working relationships, working conditions, employment practices or differences in interpretation of policies. This grievance procedure applies only to non-probationary, full-time employees. Union employees are covered by the grievance procedure established in the Memorandum of Agreement between the University and The International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local No. 453 and The International Brotherhood of Teamsters Local Union 245.

[This grievance procedure does not apply to employees who have been subjected to disciplinary action, up to and including termination of employee, pursuant to Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy, as such policy includes its own specific grievance procedure.](#)

Employees who believe they have a legitimate grievance may undertake the following procedure in order to resolve the matter. In certain circumstances, employees may be suspended either with or without pay, as determined appropriate by the University, pending the outcome of the grievance procedure. In cases of employment termination, the grievance procedure may be utilized after the termination effective date.

As outlined in the *Missouri State University Nondiscrimination Policy* (see Chapter 2), the University maintains a grievance procedure incorporating due process available to any employee who believes he or she has been discriminated against [on the basis of a protected](#)

class. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veteran/Disability employer. Inquiries concerning the complaint/grievance procedure related to sex discrimination, including sexual harassment and sexual assault, should be addressed to the Title IX Coordinator, Carrington hall 205, 901 S. National Ave., Springfield, Missouri 65897, [JillPatterson@missouristate.edu](mailto:JillPatterson@missouristate.edu) [TitleIX@missouristate.edu](mailto:TitleIX@missouristate.edu), 417-836-68408506, or to the Office for Civil Rights. All other inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, Office for Institutional Equity and Compliance, ~~Park Central Office Building~~Carrington Hall, Suite 205444, 901 S. National Ave., Springfield, Missouri, 65897, [equity@missouristate.edu](mailto:equity@missouristate.edu), 417-836-4252, or to the Office of Civil Rights. (Res Board Policies No. 70-11; Bd. Min. 10-28-11.).

IX.

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