



Board of Governors' Meeting

313 Plaster Student Union

Friday, 10/16/2015

1:00 - 3:30 PM CT

I. Roll Call

II. Approval of Minutes

A. Approval of Minutes of Open and Closed Meetings of July 30, 2015

II.A. Minutes.7.30.15 - Page 4

III. Consent Agenda

A. President

1. Approval of Athletics Employment Agreement – Administrator for Shamika Kentish as Assistant Athletics Director for Compliance

III.A.1. Kentish - Page 11

B. West Plains Campus

1. Approval of Activity Report

III.B.1. Activity Report.WPC.10.16.15 - Page 14

2. Approval of Actions Concerning Academic Employees

III.B.2. Approval of Actions Concerning Academic Employees.WPC.10.16.15 - Page 16

3. Approval of Actions Concerning Non-academic Employees

III.B.3. Approval of Actions Concerning Non-Academic Employees.WPC.10.16.15 - Page 21

4. Approval of Cooperative Agreement Between Missouri Sheriff's Association and Missouri State University-West Plains

III.B.4. MOU - MSU-WP MSA - Page 22

C. Purchases/Contracts

1. Approval of Procurement Activity Report

III.C.1. Procurement.10.16.15 - Page 27

D. Facilities and Equipment

1. Approval of Activity Report for the Month of June 2015

III.D.1. Activity Report.June2015 - Page 39

2. Approval of Activity Report for the Month of July 2015

III.D.2. Activity Report.July2015 - Page 48

3. Approval of Activity Report for the Month of August 2015

III.D.3. Activity Report.August2015 - Page 56

E. Human Resources

1. Approval of Actions Concerning Academic Employees

III.E.1. AcadboardOct15 - Page 62

2. Approval of Actions Concerning Non-academic Employees

III.E.2. NonacadOct15 - Page 89

3. Approval of Missouri State University Group Dental Plan

III.E.3. Group Dental Plan - Page 102

4. Approval of Amendment 3 to Missouri State University Group Medical Plan

III.E.4. Amendment3.Group Medical Plan - Page 151

IV. President's Report

A. President Clif Smart's report will include updates and comments on the following topics:

IV.A. President 10.16.15 - Page 157

- 1. Welcome to Homecoming**
- 2. Point of Pride -- Ad Team**
- 3. Enrollment Update**
- 4. Approval of 2015 Bronze Bear Award Recipient (resolution to be provided at the meeting)**
- 5. Approval of 2015 Government Excellence Award Recipient (resolution to be provided at the meeting)**

V. Academic Affairs

A. Faculty Senate Report

V.A. Faculty Senate Report - Page 158

B. Report from the Provost – Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs

V.B. Provost Report for BOG October 16 - Page 159

- 1. HLC Visit Summary**
- 2. Hiring Update for 2015-2016**

VI. Research and Economic Development (written reports only)

A. Report from the Vice President for Research and Economic Development & International Programs – Vice President Jim Baker will provide the following written reports:

1. Research Report

VI.A.1. Research Report - Page 160

VI.A.1. 2015 Annual Research Report - Page 164

2. International Programs Report

VI.A.2. International Programs Board of Governors Report - Page 174

VII. Diversity and Inclusion (written report only)

A. Report from the Vice President for Diversity and Inclusion – Vice President Ken Coopwood will provide a written report regarding activities in the Division for Diversity and Inclusion

VII.A. BOG VPDI report October 2015 - Page 177

VIII. West Plains Campus (written report only)

A. Chancellor's Report -- Chancellor Drew Bennett will provide a written report to the Board of Governors regarding activities at the West Plains Campus

VIII.A. Chancellor's Report - Page 179

IX. Student Affairs

A. Report from the Student Body President

IX.A. SGA Report - Page 180

B. Student Affairs Report -- Vice President for Student Affairs Dee Siscoe will provide a written report regarding activities in the Division of Student Affairs (written report only)

IX.B. Student Affairs Report-Oct - Page 181

X. Marketing and Communications (written report only)

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

X.A. October 2015 BoG report~MarCom - Page 183

XI. Staff Senate

A. Staff Senate Report

XI.A. Staff Senate Report - Page 185

XII. Financial

A. Development Report (written report only) – Vice President for University Advancement Brent Dunn will provide a written report from the MSU Foundation

XII.A. Foundation Reports - Page 186

B. Approval of Glass Hall Naming Resolution (resolution to be provided at the meeting)

XIII. Facilities and Equipment

A. Approval of bids and award of a contract for the renovation and addition to Glass Hall

XIII.A. Renovation and Addition Glass Hall - Pending Bids - Page 192

XIV. Unfinished Business

XV. New Business

A. Election of Board Officers for Calendar Year 2016

B. Discussion on Undergraduate Student Research

XV.B. BOG Undergraduate Research Discussion.10.16.15 - Page 195

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

XVI. Closed Meeting Resolution - Page 197

XVII. Adjournment

XVIII. Date of Next Meeting: Friday, December 11, 2015, 9 a.m., 313 Plaster Student Union

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
JULY 30, 2015

1. Roll Call

Present- Mr. Joe Carmichael, Governor
Mr. Caleb Doyle, Student Governor
Ms. Virginia Fry, Governor
Mr. Stephen B. Hoven, Chair of the Board (by conference call)
Dr. Peter Hofherr, Vice Chair of the Board
Ms. Beverly Miller, Governor (by conference call at 1:30 p.m.)
Mr. Kendall Seal, Governor
Mr. Greg Spears, Governor
Ms. Carrie Tergin, Governor

Also

Present- Clifton Smart III, President
Drew Bennett, Chancellor of the West Plains Campus
Frank Einhellig, Provost
Denita Siscoe, Vice President for Student Affairs
Matt Morris, Interim Vice President for Administrative and Information Services
Jim Baker, Vice President for Research and Economic Development and International Programs
Kenneth Coopwood, Vice President for Diversity and Inclusion
Stephen Foucart, Chief Financial Officer
Suzanne Shaw, Vice President for Marketing & Communications
Brent Dunn, Vice President for University Advancement
Donna Christian, Director of Internal Audit and Compliance
Rachael Dockery, General Counsel
John McAlear, Secretary of the Board

2. Presiding --- The presiding officer for the meeting was Dr. Peter Hofherr, Vice-Chair of the Board of Governors. He called the meeting to order at 9:00 a.m. in the Shealy Farm Conference Center, 5607 S. 222nd Rd., Fair Grove, Missouri. Dr. Hofherr first welcomed Mr. Greg Spears, from Missouri's 5th Congressional District, recently appointed to the Board.

3. Approval of Minutes:

a. Board of Governors' Meetings --- Dr. Hofherr mentioned that the first item of business was the approval of the minutes for the open and closed meetings of June 26, 2015. Ms. Fry so moved, receiving the second of Ms. Tergin.

Motion passed 7-0.

4. **Consent Agenda** --- Dr. Hofherr noted that the next item of business on the agenda was the approval of the Consent Agenda for this meeting. The items included in the Consent Agenda are:

President

Approval of employment contracts for Corey Gipson as Assistant Coach for Men's Basketball; Cody Seidel as Operations Assistant for Men's Basketball; Michael Seabolt as Associate Head Coach for Men's Soccer; Griffin Waller and Jacob Miller as Assistant Strength and Conditioning Coaches; and Bradley Korn as Assistant Coach for Men's Basketball (Human Resources No. 1499-15).

Academic Affairs

Adoption of an Electronic Curricular Process (Curriculum No. 373-15).

Research and Economic Development

Approval of Memorandum of Understanding and Agreements regarding the Foreign Language Institute between Missouri State University and Baptist Bible College to join the Foreign Language Institute and Amendments for Drury University, Evangel University, Southwest Baptist University and Ozarks Technical Community College (Agreement No. 362-15).

West Plains Campus

Approval of Activity Report dated July 30, 2015 (West Plains Campus Activity Report No. 112-15).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 380-15).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 381-15).

Approval of Lease Agreement for Property Located at 105 South Curry Avenue, West Plains, Missouri (West Plains Campus Agreement No. 42-15).

Student Affairs

Ratification of change in name and approval of all associated Governing Policies for the following: Counseling and Testing Center to Counseling Center (Administration No. 40-15).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period June 10, 2015, through July 14, 2015 (Purchasing Activity Report No. 423-15).

Facilities and Equipment

Approval to increase the project budget for the installation of sound panels and audio-visual equipment at Robert W. Plaster Center for Free Enterprise (Bids & Quotations No. 1504-15).

Approval of a resolution granting a license agreement with ANC Sports Enterprises to install a ribbon board at John Q. Hammons Arena (Agreement No. 363-15).

Approval of amendments to the Memorandum of Agreement between Missouri State University and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local Union 453 (Agreement No. 364-15).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1500-15).

Actions concerning non-academic employees (Human Resources No. 1501-15).

Mr. Carmichael moved to approve the Consent Agenda, receiving a second from Ms. Tergin.

Motion passed 7-0.

5. New Business:

a. FY2015 Missouri State University Foundation Year-End Report --- Mr. Brent Dunn, Vice President for University Advancement, presented the June 30, 2015, year-end report of the Missouri State University Foundation. The total gifts received in FY2015 totaled \$19,206,438 which is the second highest annual total ever received. The number of individual gifts received – 46,407 – is the largest number of gifts we have ever received in one year in the history of the Foundation. He reported that these numbers do not include planned giving amounts of which we are aware of about \$43 million at this time. At year-end, the Foundation endowment was about \$75 million.

b. Approval of FY2017 Operating Appropriations Request and Decision Items --- President Clif Smart next presented a resolution (Finance No. 1049-15) for the approval of the Fiscal Year 2017 Operating Appropriations Request and Decision Items totaling \$94,376,579. This amount is made up of: a) funding for core operations totaling \$87,826,944 (Operating Appropriations Base of \$86,501,944 and the Health Initiatives/Occupational Therapy Base of \$1,325,000); b) new funding decision items totaling \$6,055,136 (performance funding for core operating support (5%) - \$4,325,097; and STEM funding (2%) - \$1,730,039; and c) Missouri Returning Heroes Act totaling \$494,499. Moved and seconded, respectively, by Ms. Fry and Mr. Spears.

Motion passed 7-0.

6. Old Business:

a. Higher Learning Commission (HLC) Status Report (Executive Summary) – Dr. Tammy Jahnke, Dean of the College of Natural and Applied Science and Chair of the HLC Steering Committee, reported that our University has been accredited for 100 years – since 1915. University officials are preparing for the HLC Site Team visit October 5-6, 2015. To achieve continued accreditation by the HLC, we need to present evidence that demonstrates that MSU meets all five of the HLC accreditation criteria, which are: 1) Mission - The institution's mission is clear and articulated publicly; it guides the

institution's operations; 2) Ethical and Responsible Conduct - The institution acts with integrity; its conduct is ethical and responsible; 3) Teaching and Learning: Quality, Resources and Support - The institution provides high-quality education, wherever and however its offerings are delivered; 4) Teaching and Learning: Evaluation and Improvement – The institution demonstrates responsibility for the quality of its educational programs, learning environments and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement; and 5) Resources, Planning and Institutional Effectiveness – The institution's resources, structures and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

President Smart indicated that John McAlear, Secretary, will contact members of the Board to see who can attend the Board's session with the HLC Site Team on October 5.

- b. Approval of Mercy Agreement** - Ms. Rachael Dockery, General Counsel, presented a resolution (Agreement No. 365-15) for the approval of a Clinical Affiliation Agreement with Mercy FC, LLC. The agreement will establish a primary care clinic in the O'Reilly Clinical Health Science Center for treatment of adults between the ages of 18-64 who are uninsured and ineligible for Medicaid or Medicare. In addition to serving the vulnerable population in Springfield, the clinic, referred to as MSU Care, will also provide state-of-the-art interdisciplinary clinical education experiences for students of the University's College of Health and Human Services. Mercy will be responsible for the clinical operations of the clinic, while the University will be responsible for the academic programming of the clinical education rotations that occur within MSU Care. The term of the agreement is five years. Mr. Seal moved to approve the resolution, receiving a second from Mr. Carmichael.

Motion passed 7-0.

- c. Approval of Resolution Authorizing the Borrowing by Missouri State University of the Proceeds of an Issue of Educational Facilities Revenue Bonds (Missouri State University), Series 2015** – Mr. Steve Foucart, Chief Financial Officer, first reminded the Board that during their June 26 meeting, the Board authorized the borrowing of up to \$20 million under certain parameters for the Glass Hall renovation and expansion project. He added that the MOHEFA Board adopted the final authorizing resolution on July 8, 2015. The parameters and final pricing were as follows: 1) the principal amount was not to exceed \$20 million with the final principal amount being \$16,790,000; 2) the true interest cost was not to exceed 4.75% with the final interest rate being 3.50094%; 3) the final maturity was to be no later than April 1, 2042, with the final maturity ending up at October 1, 2040; 4) the weighted average maturity was to be between 12-18 years with the final weighted average maturity being 14.706 years; and 5) the pricing to principal amount was to be not less than 97.75% with the final amount being 98.498817%. Mr. Foucart then summarized the history of current MSU outstanding bond issues. This issuance will increase the total outstanding debt obligations of the university to approximately \$174.3 million. He then formally presented the resolution (Finance No. 1050-15): RESOLUTION

AUTHORIZING THE BORROWING BY MISSOURI STATE UNIVERSITY OF THE PROCEEDS OF AN ISSUE OF EDUCATIONAL FACILITIES REVENUE BONDS (MISSOURI STATE UNIVERSITY), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT OF \$16,790,000 OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI, TO FINANCE THE COSTS OF CERTAIN EDUCATIONAL FACILITIES OF THE UNIVERSITY; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH SUCH BORROWING.

Moved and seconded, respectively, by Ms. Fry and Mr. Carmichael.

Motion passed 7-0.

Mr. Hoven left the conference call at this time.

7. **Discussion of Missouri State Vision: Our Passion for Excellence** --- President Smart began by reminding the Board that this initiative came out of last summer's Board retreat when the Board said that we should have a process to determine what our vision for MSU is a decade from now. He added that about 150 individuals were involved in this year-long project. He then asked Mr. Paul Kincaid, of Kincaid Communications LLC, to present the final draft of "Missouri State Vision: Our Passion for Excellence." Mr. Kincaid stated that an added benefit of this project is that it is an excellent launching pad into the preparation of the University's next long-range plan this coming year. He added that there has been major input from the Board on this project at several Programs & Planning committee meetings and at their winter retreat. Last October, task forces were named to focus on six specific areas: 1) Academic profile; 2) Student experience; 3) Diversity; 4) Globalization; 5) Infrastructure; and 6) Funding. Each of the task forces operated with five major assumptions: 1) the rate of change will continue to accelerate; 2) there will be changes in demographics; 3) competition will intensify; 4) cost will matter to Missouri State students; and 5) State appropriations will remain unpredictable. Six guiding principles were embraced by all six task forces: 1) student success is priority one; 2) continuous improvement toward excellence is the goal; 3) attracting and retaining talented employees is paramount; 4) the statewide mission in public affairs remains important; 5) organization agility is vital; and 6) partnerships and allies will be key. The final draft includes a one-page report from each task force with their trends, reaffirmations, issues, vision, and implications for the next long-range plan. Some of the major issues that drove the Board discussion on this draft included: 1) student preparedness; 2) career readiness of our graduates; and 3) providing more STEM graduates. The Board requested a prioritization of major issues and how they are to be addressed. President Smart indicated that the goal for the long-range plan is for it to be the one document that will drive everything – it will include our prioritized issues and our annual goals will be pulled from the long-range plan each year. He informed the Board that he has appointed a long-range plan steering committee of five to propose how we move forward from here. The executive leadership team that the steering committee will report to will include himself, Dr. Frank Einhellig, Provost, and Dr. Dee Siscoe, Vice President for Student Affairs. One of the first goals of the steering committee is to evaluate the University's mission.

8. **Discussion of Goals for 2015-2016** --- President Smart and his leadership team then summarized the recommended goals for 2015-2016 under the following nine headings:

I. Strategic Planning

II. Access to Success

III. Public Affairs Integration

IV. Engaged Inquiry

V. Partners in Progress

VI. Valuing and Supporting People

VII. Responsible Stewardship

VIII. Athletics

IX. West Plains Integration

A discussion was held on each goal with some good comments being offered by the Board. Ms. Bev Miller and Mr. Steve Hoven joined the meeting by conference call toward the end of the goals discussion. One item that did come up during the “Responsible Stewardship” discussion regarding sustainability measures, was that when it was reported that additional solar power from City Utilities was available for purchase at a guaranteed rate for twenty years - the Board was very supportive in doing so.

9. **Board of Governors’ Procedural Matters:**

a. Meeting Schedule for 2016 --- President Smart presented a resolution (Administration No. 41-15) approving a 2016 calendar-year meeting schedule. The schedule includes a February meeting in West Plains; a retreat in St. Louis on March 31/April 1; and the remaining meetings of the year in Springfield. Ms. Tergin moved to approve the 2016 meeting schedule, receiving the second of Ms. Fry.

Motion passed 8-0.

b. Discussion of 2016 Board Officers --- Mr. Hoven next mentioned that the Board needed to discuss a possible slate of officers for the 2016 calendar year. He proposed a slate of Dr. Peter Hofherr as Chair and Mr. Joe Carmichael as Vice-Chair, which was accepted by the other members of the Board. The election of officers will be held at the October 16, 2015, board meeting.

c. Discussion Topics at Future Board Meetings --- President Smart next indicated the Board needed to choose the major discussion topics for four upcoming board meetings (October 2015; December 2015; February 2016; and May 2016). After a short discussion,

it was decided to have discussions on Student/Faculty Research and Online Education later this calendar year (October and December). President Smart indicated that he would work with Board leadership to determine what topics would be highlighted in February and May of 2016.

- 10. 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. Dr. Hofherr 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 immediately following this July 30, 2015, meeting of the Board of Governors to consider items of business pursuant to:

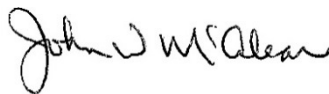
- a. R.S. Mo. 610.021 (1). "Legal actions, causes of actions, or litigation involving a public governmental body..."
- b. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."

Mr. Seal moved the approval of the resolution and Ms. Fry seconded the motion.

A roll call vote on the resolution was as follows: those voting in favor – Governors Carmichael, Fry, Hofherr, Hoven, Miller, Seal, Spears, and Tergin; those voting against – none.

Dr. Hofherr declared the resolution passed unanimously.

- 11. Date of Next Meeting** --- The date of the next regularly scheduled meeting was set for Friday, October 16, 2015, at 1:00 p.m. on the Springfield Campus.
- 12. Adjournment**--- Dr. Hofherr adjourned the meeting at 2:45 p.m. on the motion of Ms. Tergin, the second of Mr. Spears, and the unanimous vote of the Board.



John W. McAlear
Secretary

III.A.1.

RECOMMENDED ACTION – Approval of Athletics Employment Agreement – Administrator for Shamika Kentish as Assistant Athletics Director for Compliance.

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

WHEREAS, the University desires to employ Shamika Kentish as Missouri State University’s Assistant Athletics Director for Compliance, and Ms. Kentish desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit A; and

WHEREAS, Shamika Kentish has read and agreed to the Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013), which document is attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the attached Employment Agreement for Shamika Kentish and authorizes the President of the University to execute the Agreement on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENT: Attached are the following:

- Athletics Employment Agreement – Administrator for Shamika Kentish, as Exhibit A; and
- Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013) as Exhibit B.

The above referenced Agreement expires June 30, 2016.



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: Shamika Kentish

Position: Assistant Athletics Director for Compliance

Term: August 17, 2015 – June 30, 2016

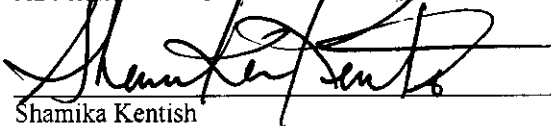
Compensation: \$46,000 annually

Achievement Payments:

\$500 Regular Season Championship in Football, Volleyball, Men’s or Women’s Basketball, or \$250 Regular Season Championship or Co-Championship in any other men’s or women’s sports, and \$250 for each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR


Shamika Kentish

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

7/22/15

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 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 dated October 16, 2015, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Business and Support Services with respect to bids received, notices to proceed, change orders, and provides the current status of projects.

It is recommended that the attached report be approved.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
WEST PLAINS CAMPUS**

October 16, 2015

This report documents activities managed by Business and Support Services. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all projects bid, notices to proceed, and change orders approved are listed on this activity report.

**Remove Shower Trim and Head. Install Desco wall and floor coating in three units. Project Budget
Grizzly House \$4,656.25**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$4,656.25. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for repairing and resurfacing three showers in the Grizzly House residence hall. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	\$ 4,656.25
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 4,656.25

This project is being funded through the West Plains Campus Grizzly House Auxiliary budget

III.B.2.

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.

RANKED FACULTY APPOINTMENT:

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Seongchun (Michelle) Kwon	Asst. Professor of Mathematics West Plains Campus	41,000	8/10/2015 5/20/2016
Tresa Ryan	Lecturer of Health Information Technology West Plains Campus	42,000	8/10/2015 5/20/2016
Tera Smith	Lecturer of Comp. Graphics West Plains Campus	30,000	8/10/2015 5/20/2016

NON-ACADEMIC APPOINTMENT

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Barbara Dykes	Per Course Faculty Representative	\$ 900	9/1/2015 - 5/31/2016

(See Addendum A for Supplemental Payments for the fall 2015 semester)

(See Addendum B for Per Course Faculty for the fall 2015 semester)

VOTE: **AYE** _____
 NAY _____

ADDENDUM A**Supplemental payments for the fall 2015 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$3,207
Lu Adams	INS	\$1,800
Cathy Boys	Div. Chair duties	\$4,250
Thora Broyles	IDS	\$3,507
Judy Carr	IDS/PSY/SOC/Div. Chair duties	\$6,743
Barbara Caton	ALH/IDS/NUR	\$3,179
Melinda Denton	MTH	\$3,704
Joyce DeWitt	NUR	\$2,464
Ana Estrella	BMS	\$1,289
Alexandra Graham	ENG	\$2,846
James Hart	CGP/CIS/TEC	\$4,611
Ron Hensley	TEC	\$1,575
Lindsay Hill	NUR	\$2,004
Phillip Howerton	ENG	\$3,672
Joyce Jennings-Pineda	BMS	\$2,352
Kerri Jones	IDS	\$1,000
Mary Kellum	IDS	\$1,400
Kathy Mann	COM	\$3,000
Mary Maupin	ENG	\$2,554
Renee Moore	CFD/Internships	\$7,119
Connie Morgan	HST	\$3,197
Michael Orf	IDS/HST	\$3,500
Gary Phillips	COM/IDS	\$1,299
Alex Pinnon	HNR/IDS/PHI	\$4,471
Frank Priest	ENG	\$8,132
Joseph Rugutt	CHM	\$1,873
Dasha Russell	ACC/EPR	\$1,240
Karen Ryburn	MTH	\$1,800
Scott Schneider	CIS	\$2,004
Brenda Smith	CFD/CFS/IDS	\$3,508
Deanna Smith	ECO	\$5,400
Tera Smith	CGP/CIS	\$2,010
Rogers Taylor	IDS	\$1,000
Rajiv Thakur	GRY	\$4,260
Angela Totty	IDS	\$1,400
Jay Towell	MTH/Div. Chair duties	\$10,311
Jerry Trick	MTH/IDS/IDS Coord. duties	\$7,415
Lisa Wade	NUR	\$2,811
Benjamin Wheeler	BIO	\$2,881
John Mark White	IDS	\$2,400
David White	BUS/MGT/IDS/Internships Dist. Learning Coord. duties	\$8,173
Linda Wulff-Risner	AGR/Internships	\$5,669

ADDENDUM B**The following have been appointed as Per Course Faculty for the fall 2015 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Valda Aguero	ART	\$1,200
Kelli Albin	ART	\$1,200
Dalena Allen	MTH	\$3,600
Melba Allen	VIN	\$1,500
Virginia Allsman	PSY	\$3,600
Elliott Anderson	REL	\$3,600
Kathryn Austin	PSY/SOC	\$4,200
Mark Basom	MKT	\$1,800
Beverly Bishop	MTH	\$1,800
Teresa Brame	IDS	\$1,000
Sherryl Brannan	KIN	\$2,808
Karen Brown	ENG	\$1,500
Sharon Bynum	HST	\$1,800
Anyta Cavitt	IDS	\$1,000
Bruce Cavitt	IDS	\$1,000
Cleo (Fawn) Cockrum	IDS	\$3,600
Christine Combs	EDU	\$1,400
Ruth (Diane) Cooke	REL	\$1,800
Mary Davis	GLG	\$4,340
Aaron DeBeers	VIN	\$1,200
Jerry Dunn	PSY	\$1,800
Barbara Dykes	CHM	\$2,010
Dennis Emslie-Drummond	VIN	\$3,612
Paula England	CFD	\$1,800
Nathan Ferree	ART/CGP	\$3,804
Kathryn Fisher	PLS	\$6,300
Stephen Fugitt	REL	\$4,200
Stephen (Mark) Fugitt	REL	\$3,600
John Giannini	VIN	\$3,600
Emily Gibson	JRN	\$1,500
Lesa Hall	CIS	\$4,008
William (David) Hall	MUS	\$ 804
Phillip Hamilton	AGR/TEC	\$2,575
Darrell Hampsten	EPR	\$4,500
John Hansen	ENG	\$3,600
Sherry Harper-McAfee	COM	\$5,400
Mary Harris	IDS	\$1,200
Danny Hobbs	PSY/SOC	\$3,600
Linda Hobbs	MTH	\$4,008
Rebecca Holman	SOC	\$3,600
Melissa Hufstedler	MUS	\$1,800
Billie Hutchings	SWK	\$1,800
Craig Jennings	AGR	\$ 800
Janice Johnson	IDS	\$1,800
Stephen Keeney	HST	\$1,800
Carl Kimmons	CGP/CIS	\$4,008
Robert Kitt	ART	\$1,800
Kimberly Kosmicke	MTH	\$1,800

ADDENDUM B, cont'd.

Shouxin Li	VIN	\$1,200
Barbara Luna	CIS	\$4,008
Darrell Mahan	SOC	\$3,600
Elizabeth Mahan	PSY	\$1,800
Howard Mainprize	BMS	\$3,038
David Mayers	ENV	\$2,604
Debra Mayers	BIO	\$6,888
Angela McCully	CIS	\$3,804
Scott McWilliams	AGR	\$3,600
Darren Michaels	VIN	\$3,000
Diane Moore	MTH	\$3,600
Heather Mulford	CIS	\$4,008
Paul Murray	KIN	\$ 804
Michele Nigliazzo	LAW	\$2,100
Patricia Orchard	EDU	\$1,400
Joseph Oslakovic	MTH	\$1,800
Merilark Padgett-Johnson	VIN	\$4,200
R.A. Pendergrass	PLS	\$4,200
Bonnie Peterson	CHM	\$3,204
Shelia Priest	REL	\$1,800
Tamara Rose	BIO	\$ 804
Sandra Ross	CIS	\$4,008
Ashley Rowan	ENG	\$2,500
Laurette Roylance	BIO	\$3,006
Tresa Ryan	HIT	\$761.54
Elizabeth Siepker	ENV	\$2,604
Elizabeth Slater	VIN	\$1,500
Thomas Smith	VIN	\$1,200
Janice Sperry	MUS	\$1,800
Randy Story	COM	\$1,800
Krista Tate	HST	\$1,800
Bethany Teeter	CRM	\$3,600
Patricia Thakur	PSY	\$1,500
Chulapol Thanomsing	IDS	\$1,200
Sonie Trotter	COM/THE	\$3,600
Susan Trowbridge	SPN	\$1,800
Holly Tucker	CFD	\$3,000
Eric Tumminia	ENG	\$4,800
Alice Vandergriff	ART	\$3,600
Laurie Wall	CFD/IDS	\$1,800
Jimmie Walters	IDS	\$1,800
Jane Ward	EDU	\$6,776
Terri Whitsell	ENG/IDS	\$6,000
Barbara Williams	ART	\$1,800
Bridget Williams	IDS	\$3,500
Julie Thompson Williams	IMT	\$2,100
Nick Xidis	PHY	\$5,412
Constance Yates	IDS	\$1,800
Wendy Ziegler	ART	\$2,010

Comments:

Seongchun (Michelle) Kwon

B.S. from Ewha Women's University, South Korea

M.S. from Ewha Women's University, South Korea

Ph.D. from Michigan State University

- 1997 – 2003 Graduate T.A., Michigan State University
- 2002 Visiting Graduate Student, Institute for Advanced Study in Princeton
- 2003 – 2004 Postdoctoral Fellow, Mathematical Sciences Research Institute in Berkeley
- 2004 – 2005 Postdoctoral Fellow, University of Toronto
- 2005 – 2007 Visiting Assistant Professor, Oklahoma State University
- 2007 – 2008 Assistant Professor, University of Montana – Western
- 2008 – 2010 Visiting Assistant Professor, University of Toledo
- 2010 – 2012 Teacher Education Student, University of Calgary
- 2012 – 2014 Assistant Professor, Union College- Kentucky
- 2014 – 2015 Assistant Professor of Mathematics, Missouri State University-West Plains

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Tresa Ryan

Medical Transcription diploma from Phillips Junior College

B.S. from University of Phoenix

M.B.A. from University of Phoenix

- 1991 – 1995 Medical Transcriptionist, Citizens Memorial Healthcare
- 1995 – 2001 Rural Health Clinic Manager, Humansville Family Care Center
- 2001 – 2002 Rural Health Clinic Manager, Hermitage Family Medical Center
- 2001 – 2002 Medical Transcriptionist, Citizens Memorial Healthcare
- 2002 – 2007 Clinic Manager, Dr. Thomas J. Legg
- 2007 – 2011 Clinic Manager, Family Medical Care Center
- 2008 – 2008 Adjunct Faculty, Everest College
- 2009 – 2015 Adjunct Faculty, Bryan University
- 2012 – 2014 Business Office Specialist, Jordan Valley Community Health Center

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Tera Smith

AAS in Computer Graphics and Programming from Missouri State University-West Plains

AAS in Computer Technology from Missouri State University-West Plains

AA in General Studies from Missouri State University-West Plains

B.S. in Technology from University of Central Missouri

- 5/2010 – 8/2010 Data Entry, Missouri State University-West Plains
- 1/2012 – 5/2012 Technical Artist - Internship, Missouri State University-West Plains
- 1/2012 – 5/2014 Event Coord. Oz-Con - Internship, Missouri State University-West Plains

III.B.3.

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.

APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Elizabeth A. Nehring	Preparatory Math Specialist WP Grizzly Tutoring Lab	43	\$36,000 Annually	07/20/2015
Sharath C. Rongali	Laboratory & Stores Supervisor WP Division of Math & Science	25	\$37,009 Annually	08/01/2015
Karla S. Bean	Admission Crd. / Academic Advisor WP Nursing & Allied Health	42	\$31,000 Annually	08/03/2015
Joan E. Wright	Crd. College Readiness Programs WP Adult Education and Literacy	44	\$41,000 Annually	08/24/2015

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Chulapol Thanomsing	Instructional Designer, WP WP Academic Affairs	07/31/2015

VOTE: **AYE** _____

NAY _____

No. _____

RECOMMENDED ACTION - Approval of Cooperative Agreement Between Missouri Sheriff's Association and Missouri State University-West Plains.

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

WHEREAS, Missouri State University-West Plains currently offers an Associate of Applied Science Degree in Law Enforcement ("AAS-LWE");

WHEREAS, the AAS-LWE is offered in collaboration with the Missouri Sheriffs' Association ("MSA"), which provides instructors for certain of the relevant courses, including courses that are part of the Peace Officer Standards and Training ("POST") program; and

WHEREAS, the parties desire to memorialize the terms of their collaboration via the attached Cooperative Agreement Between Missouri Sheriff's Association and Missouri State University-West Plains, and recommends that the Board of Governors approve same.

BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the attached Cooperative Agreement Between Missouri Sheriff's Association and Missouri State University-West Plains, and authorizes the Chancellor of Missouri State University-West Plains to execute the agreement on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This Agreement will approve a collaborative arrangement between the parties whereby MSA will provide instruction in certain technical law enforcement courses that are part of the University's AAS-LWE program.

In consideration for their provision of instruction, MSA will be paid \$2,000 per student per course. This instruction fee will be paid for via the tuition and fees paid by students for the applicable courses.

The Higher Learning Commission ("HLC") requires that all such collaborative teaching arrangements be approved by the HLC for accreditation purposes. The HLC has approved the arrangement contingent upon approval by the Board of Governors and the MSA's governing board no later than October 30, 2015.

**COOPERATIVE AGREEMENT BETWEEN MISSOURI SHERIFFS' ASSOCIATION
AND MISSOURI STATE UNIVERSITY-WEST PLAINS**

This Cooperative Agreement ("Agreement") between the Board of Governors of Missouri State University-West Plains ("MSU-WP") and Board of Directors of Missouri Sheriffs' Association ("MSA"), Jefferson City, Missouri, is effective as of the 30th day of October, 2015 ("Effective Date").

WHEREAS, MSU-WP is a Missouri public institution of higher education within the Missouri State University system with a mission of providing quality post-secondary educational opportunities to the communities it serves, including the greater West Plains, Missouri region;

WHEREAS, MSA is a not-for-profit, state-licensed organization with a mission to support the Office of Sheriff and the Constitution through legislative, training, and technical assistance, in its efforts to makes communities safer, more enjoyable places to live, work, and raise a family;

WHEREAS, since 2000, MSU-WP has offered to its students certain technical law enforcement course offerings ("Courses") as part of an Associate of Applied Science Degree in Law Enforcement ("AAS-LWE");

WHEREAS, since 2000, the Courses have been taught by MSA, as part of a cooperative arrangement between the parties, as the AAS-LWE has the MSA's Peace Officer Standards and Training ("POST") program embedded within its respective curriculum; and

WHEREAS, the parties desire to reaffirm, update, and clarify the cooperative relationship of the parties with respect to the AAS-LWE program via this Agreement, which terminates, supersedes, and replaces any and all prior agreements of the parties as of the Effective Date indicated above.

I. Responsibilities of MSU-WP

1. Admission; Financial Aid Eligibility. MSU-WP shall be responsible for all admission and financial aid eligibility decisions with respect to students and/or prospective students.
2. Tuition and Fees. MSU-WP shall administer all tuition and fee payments consistent with the tuition and fee schedule established by the Missouri State University Board of Governors. Students will pay MSU-WP such tuition and fees as determined annually by the Board of Governors of Missouri State University.
3. Course Curriculum. MSU-WP shall be ultimately responsible for the curriculum for the Courses, although the parties will work collaboratively in its development. Collaborative efforts will include the selection of textbooks and other curricular materials for the Courses through discussions by the MSU-WP Division Chair and

Department Chair for the AAS-LWE program, the MSU-WP Dean and/or Assistant Dean of Academic Affairs, the Executive Director of the MSA program office.

4. Transcripts; Other Records. MSU-WP shall be responsible for maintaining transcripts for all students in the AAS-LWE program. Moreover, MSU-WP, via its Offices of the Dean of Academic Affairs; Registration and Records; and Business Services will maintain a record of the delivery of the Courses.

Payment of Instruction Fee to MSA. MSU-WP will pay MSA \$2,000 per student per Course for the delivery of two (2) courses (LWE 190 Basic Law Enforcement Academy I – 12 credit hours; and LWE 191 Basic Law Enforcement Academy II – 12 credit hours) for the 2015-2016 academic year (one course during the fall semester, and one in the spring semester). Thus, if MSA provides course instruction of both LWE 190 and LWE 191 to a single student during an academic year, the total payment to MSA for said student will be \$4,000. For each academic year following the 2015-2016 academic year, the cost per student per credit hour shall remain \$2,000 unless otherwise agreed by the parties.

Remission of Monies Collected by the MSA to MSU-WP. Should any tuition or fee monies be collected by the MSA from students enrolled at MSU-WP in the AAS-LWE program, the MSA will remit these monies to MSU-WP. The student's account will then be properly credited and the required information that MSU-WP submits to the U.S. Internal Revenue Services for form 1098T will be accurate.

II. Responsibilities of MSA

1. Provision of Course Instruction. MSA will provide instruction for the two (2) Courses provided under this contract (LWE 190 and 191). MSA instructors providing Course instruction under this Agreement must possess credentials consistent with MSU-WP requirements.
2. Compliance with MSU-WP Policies. MSA shall require its instructors to comply with MSU-WP's policies, and to participate in any mandatory training or education required for MSU-WP faculty. MSU-WP shall have the right to require the removal of any MSA instructor who violates the law and/or MSU-WP policy.

III. Degree Requirements

1. General Degree Requirements. Students shall be required to meet the degree requirements specified by the then-current MSU-WP Course Catalog, except as otherwise set forth in this Section III.
2. AAS-LWE Specific Requirements. To be awarded an AAS-LWE from MSU-WP, a student must complete a minimum of 65 MSU-WP credit hours, including 23 credit hours in general education requirements, 24 hours from completion of the MSA's POST Law Enforcement Academy training, and 18 hours in the law enforcement core

requirements, all of which are MSU-WP courses. Of the 65 total credit hours, 24 hours will be provided by the MSA under this Agreement.

IV. Miscellaneous

1. Notice. Matters concerning the administration of this Agreement, or notices provided under this Agreement, will be addressed to each institution's liaisons, the Dean of Academic Affairs for MSU-WP and the Executive Director for MSA.
2. No Assignment. MSA shall not assign this Agreement or any right or duty under this Agreement without the prior written consent of MSU-WP, which can be withheld at its discretion.
3. No Subcontracting. MSA shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement with the prior written consent of MSU-WP.

V. Term and Termination

1. Term; Termination. This is a three-year agreement beginning October 30, 2015, and ending October 29, 2018. This cooperative program will be reviewed at the end of each spring term by the Dean of Academic Affairs at MSU-WP and the Executive Director of the MSA to determine effectiveness and if changes are needed. Either party may terminate this agreement, with or without cause, by providing the other party with written notice of termination at least six (6) months prior written notice.
2. Agreement to Comply With Applicable Regulations. This Agreement shall be subject to all applicable laws and regulations, as well as Higher Learning Commission requirements (collectively, "Regulations"). Accordingly, to the extent that this Agreement is found to not fully comply with all Regulations, the parties agree to work together in good faith to revise the Agreement so as to bring it into full compliance.
3. Responsibility to Students In Event of Termination. If the Agreement is terminated for any reason, the parties agree to provide all currently enrolled students up to three (3) years post-termination to complete their AAS-LWE degree.

VI. Legal Responsibility

1. Limitation of Liability. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of

said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

Joint Venture. Nothing in this Agreement shall be construed as creating a partnership or joint venture between MSU-WP and MSA, or as making either party the fiduciary or agent of the other. Accordingly, each party shall be responsible for obtaining and maintaining, on behalf of its employees, worker's compensation insurance coverage within the applicable statutory limits. For the avoidance of doubt, the MSA instructors providing Course instruction under this Agreement are not employees of MSU-WP for any purpose including but not limited to: compensation benefits, workers compensation, and unemployment benefits and will be agents of MSA acting as independent contractors working under the supervision of MSA.

3. Applicable Law; Choice of Venue. This Agreement shall be construed according to the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement, indicating their agreement to the terms set forth herein and confirming their commitment to meeting the educational needs of students in the AAS-LWE program.

MISSOURI SHERIFFS' ASSOCIATION

BOARD OF GOVERNORS OF MISSOURI
STATE UNIVERSITY- WEST PLAINS

M.R. Bennett for MSA.

By: Michael R Bennett

Its: EXECUTIVE DIRECTOR MSA

Drew A. Bennett, Ph.D.

Chancellor

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 July 14, 2015 through September 30, 2015 be approved.

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

FOR INFORMATIONAL PURPOSES ONLY

Single Feasible Source > \$25,000 < \$100,000

**ESRI Software Site License Annual Renewal
Computer Services** **\$25,000.00**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has renewed its campus license for ESRI software.

ESRI software is a Geographic Information System (GIS) that the University has been using since 2008 to explore, visualize, and analyze information relative to time, location and change. It also provides capabilities for the visualization and analysis of time-related data by defining temporal events.

A purchase order has been issued to ESRI Incorporated.

Note: Funding to be from the FY16 Student Computer Usage Fee (SCUF) budget.

Purchases of goods and services estimated > \$25,000 < \$100,000 from established cooperative contract

Telecommunication Supplies **\$25,000.00**
Campus Wide **(Estimated)**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University will continue using the Educational and Institutional (E&I) Cooperative Contract CNR-01317 with SKC Communication Products for telecommunication supplies, specifically Avaya phones. The current contract period is October 1, 2015 through September 30, 2016.

Note: Funding to be from the FY16 operational budget.

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
PAGE TWO**

Contract for the purchase of good and services estimated > \$25,000 < \$100,000 that was competitively bid

**Construction Spoils Management Services > \$25,000.00 < \$100,000.00
Facilities Management (Estimated)**

In response to required advertising to establish a contract for construction spoils management services, only one (1) bid was received. Eleven sources were solicited. The only bid received was from Hartman and Company, Incorporated. Hartman's response was considered responsive and responsible. This instance is the first time that this requirement has been submitted for bidding.

Relating to responsibility, Hartman has held the University contract for snow removal and salt spreading services for the past seven (7) years. According to the primary end-users, which are Grounds and Safety and Transportation, service under this contract has been consistent and satisfactory.

In terms of pricing, Hartman's bid prices were compared to prices paid by the University for similar type work done during the past year. Based on this comparison, Hartman's prices were considered high. An attempt was made to negotiate prices. However, Hartman considered its bid prices to be firm and final.

An option to cancel the Request for Quotation (RFQ), refresh the source list, and rebid the requirement was considered by the end-user. However, the sources used by the University during the past year were not willing to bid, and a further review of the source list did not provide any new or additional interest. Therefore, based on the need for a consistent and reliable source for these services, a contract will be awarded to Hartman and Company, Incorporated.

The original contract period will be August 1, 2015 through July 31, 2016, with four (4) one year renewal periods possible.

Note: Funding to be from the FY16 operational budget.

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
PAGE THREE**

Single purchase > \$25,000 < \$100,000 from established cooperative contract

Touchscreen Displays **\$ 26,342.64**
Marketing and Communications

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased six (6) multi-touch displays, sound bar speakers, and mounts utilizing the Educational and Institutional (E&I) Cooperative Contract CNR-01141 with GovConnection.

Marketing and Communications is implementing a strategy for creating the overall experience for visitors throughout the Davis-Harrington Welcome Center. Part of this strategy is to encourage engagement, which will be provided in part through these interactive touchscreen displays that immerse visitors in the Missouri State University story.

A purchase order has been issued to GovConnection.

Note: Funding to be from the FY16 operational budget.

Single purchase > \$25,000 < \$100,000 that was competitively bid

Inflatable Shelter **\$26,515.78**
Center for Resource Planning and Management

Only one bid was received for the purchase of an inflatable shelter to be used by emergency responders as a base camp for sleeping when they are deployed and there is no acceptable housing in the requesting jurisdiction. It can also be used as an office, small warehouse to store supplies, or any other purpose that requires shelter and climate control. The shelter will be an asset to many of the Region D teams that have been provided with Homeland Security funding.

This shelter is funded by the Homeland Security Regionalization Program Grant and is to be delivered to Christian County Emergency Management.

A purchase order has been issued to ProPac, Incorporated.

Note: Funding to be from the FY16 Homeland Security Regionalization Program Grant.

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
PAGE FOUR**

Single purchase > \$25,000 < \$100,000 from established cooperative contract

Computer Hardware **\$31,115.73**
Arts and Letters

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 19 ThinkCentre computers utilizing the Educational and Institutional (E&I) cooperative contract CNR-01141 with GovConnection.

The 19 new computers will replace computers in the Media, Journalism and Film's Software Instructional Lab in Craig Hall 318 that are four (4) or more years old as part of the College's annual upgrade cycle.

Note: Funding to be from the FY16 operational budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Communication Access Real Time Transcription (CART) Services **\$34,272.00**
Campus Wide **(Estimated)**

Contract 6774-3 with Quality Transcription Specialists (QTS) will be renewed in order to provide communication access real time transcription services for the period September 15, 2015 through September 14, 2016. This is the first of four available contract renewal options. Prices may increase by up to five percent (5%) in accordance with the contract.

Note: Funding to be from the FY16 operational budget.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

Snow Removal and Salt Spreading Services **\$37,155.00**
Grounds/Safety and Transportation **(Estimated)**

Contract 6065-1 with Hartman and Company, Incorporated to provide snow removal and salt spreading services will be renewed for the period November 19, 2015 through

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
PAGE FIVE**

November 18, 2016. This is the third of four available contract renewal options. Pricing to increase in accordance with the contract.

Note: Funding to be from the FY16 operational budget.

Contract for the purchase of goods and services > \$25,000 < \$100,000

Classroom Projectors and Mounting Plates **\$39,655.00**
Classroom Instructional Technology

The purchase of classroom projectors is part of the annual classroom upgrade process for new classroom installations and life-cycle upgrades. Epson is the Missouri State University campus standard projector, and the University has a national purchase agreement with Epson America that allows purchases through a local supplier at factory direct pricing that includes extended warranties.

Competitive bids were solicited for the mounting plates and Southwest Audio Visual was the lowest bidder. Therefore, a purchase order has been issued to Southwest Audio Visual for the projectors and the mounting plates.

Note: Funding to be from the FY16 Student Computer Usage Fee (SCUF) budget.

Single Feasible Source > \$25,000 < \$100,000

Instant Replay System **\$44,998.00**
Intercollegiate Athletics

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has purchased an instant replay system to be used for home football games.

By the start of the 2016 football season, all Missouri Valley Football Conference (MVFC) league schools are required to have the DVSPORT HD instant replay system.

The University has issued a purchase order to DVSPORT for the hardware, software, installation, product training, service, support, and hardware and software warranties in the first year for a total of \$24,998.00. Thereafter, the University agrees to pay DVSPORT for four (4) additional years of annual support fees at \$5,000.00 per year.

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
PAGE SIX**

Note: Funding to be from the FY16 and subsequent operational budgets, as appropriate.

Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000

**Consulting Services \$48,302.00
Jordan Valley Innovation Center (Estimated)**

Contract 6700-1 with Kyer Product Visions Inc. for consulting services to enhance Jordan Valley Innovation Center's technology and development for the period October 1, 2015 through September 30, 2016 will be renewed. This is the first of two available contract renewal options. Prices will increase by two and one-half percent (2.5%) in accordance with the contract.

Note: Funding to be from the FY16 operational budget.

Single Feasible Source > \$25,000 < \$100,000

**Career Expo and Education Day \$50,000.00
Career Center (Estimated Both Events)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University Career Center seeks to move venues for both the Career Expo, which is typically held in February, and Education Day, which is typically held in late March or early April.

For the past several years, both events have been held at the University in JQH Arena. Although this venue is excellent for athletic activities, and is convenient for students, due to the size and specific nature of the event, it has become increasingly difficult for exhibitors (employers, school districts, graduate schools, and government agencies) to navigate.

Based on the constraints of the existing facility relating to its use for career recruiting events, and the benefits gained by moving to new venues designed for events of this nature, the Career Expo is being moved to the Springfield Expo Center, and Education Day is being moved to the University Convention Center, both of which are located in the campus area.

July 14, 2015 through September 30, 2015

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Note: Funding to be from the FY16 operational budget.

Single Feasible Source > \$25,000 < \$100,000

Consulting Services **\$50,000.00**
Office of the Provost/Office of the President **(Estimated)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, payments are being processed to Kincaid Communications for consulting services for the University's 2016 through 2021 long-range plan. The plan begins July 1, 2016, and services are for the Office of the President, Office of the Provost, and the Chair of the Long-Range Plan Steering Committee.

Fees are \$85.00 per hour. Monthly billing is not to exceed \$6,000.00, and total billing for the period of the contract is not to exceed \$50,000.00.

The contractor is to only be reimbursed for expenses relating to travel if any, and expenses necessary to the completion of the long-range plan. Contractor shall send a bill each month, which is to include hours worked, and expenses as outlined in this paragraph.

Note: Funding to be from the FY16 operational budget.

Single purchase > \$25,000 < \$100,000 from established cooperative contract

Televisions **\$55,536.00**
Residence Life, Housing and Dining Services

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 84 televisions utilizing the National Joint Powers Alliance (NJPA) Cooperative Contract NJPA100614 CDW with CDW Government, Incorporated.

The 84 televisions will be housed in the common living areas of the newly remodeled Sunvilla Tower apartments.

Note: Funding to be from the FY16 operational budget.

July 14, 2015 through September 30, 2015

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Single Feasible Source > \$25,000 < \$100,000

**MOBIUS Database Cafeteria Program \$57,217.31
Meyer Library**

Payment has been processed to MOBIUS to maintain and continue the MOBIUS database cafeteria program for the period September 1, 2015 through August 31, 2016. This program provides the University with access to six (6) electronic databases. MOBIUS is a consortium of 72 academic libraries in Missouri that was established with funding from the Missouri legislature. Purchase through MOBIUS Consortium allows the University to take advantage of pricing negotiations and significant discounts over direct licensing.

Note: Funding to be from the FY16 operational budget.

Single Feasible Source > \$25,000 < \$100,000

**Football Consortium Fee/Home Game Officiating Fees/Dues \$58,855.00
Intercollegiate Athletics**

Payment processed to the Missouri Valley Football Conference for home game officiating fees of \$33,750.00, the consortium fee of \$13,105.00, and annual conference dues of \$12,000.00.

Fees for Intercollegiate Athletics are considered single feasible source purchases per University policy.

Note: Funding to be from the FY16 operational budget.

Single Purchase > \$25,000 < \$100,000 from established cooperative contract

**Annual Renewal of Cisco Smartnet Maintenance Support \$65,848.48
Computer Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University will utilize State of Missouri Contract

July 14, 2015 through September 30, 2015

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C210033001 with World Wide Technology, Incorporated, to renew its annual SmartNet maintenance support for the University's Cisco equipment.

Annual maintenance includes technical support, software updates, and advanced hardware replacement for the diminishing number of Cisco network components still in use for public and private network infrastructures. A purchase order has been issued to World Wide Technology, Incorporated, to renew this support for the period August 1, 2015 through July 31, 2016.

Note: Funding to be from the FY16 operational budget.

Single Feasible Source > \$25,000 < \$100,000

Abstinence-Based Education Grant Program	\$78,567.00
School of Social Work	(Estimated)

The United States Department of health and Human Services, Administration for Children and Families has awarded a grant to the School of Social Work to provide abstinence-based education to targeted youth in southwest Missouri.

Eight to twelve hours of classroom instruction per health student per year is being delivered to middle- and high-school health classes. Targeted youth are 11 through 16 years of age, particularly Hispanic and high-risk youth in Greene, Lawrence, Taney, and Jasper counties.

Pursuit to University policy, which allows for single feasible source purchases, local program coordinators are partnered with public school based programs in each county.

Coordinators include Life Choices Medical Clinic and Resource Center in Jasper County, Options Pregnancy Clinic in Taney County, Tri-County Pregnancy Resource in Lawrence County, and Pregnancy Care Center in Greene County. Instruction is from October 1, 2015 to September 30, 2016.

Note: Funding to be from the United States Department of Health and Human Services Administration for Children and Families, through the abstinence education contract with the Missouri Department of Health and Senior Services for the period of October 1, 2015 to September 30, 2016.

July 14, 2015 through September 30, 2015

**ACTIVITY REPORT
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Single Feasible Source > \$25,000 < \$100,000

**Gravity Meter \$78,981.00
Geography, Geology and Planning**

A grant from the National Science Foundation has been received by Geography, Geology and Planning for the acquisition of a calibrated screw Burris gravity meter from ZLS Corporation for geophysical research and teaching.

The University has a strong tradition in geological teaching and research within Geography, Geology and Planning. The Geology Program has traditionally graduated large numbers of undergraduate and graduate students who have been employed in petroleum, mining and environmental companies, and national and state government agencies.

In the past, the department has had to borrow a gravity meter because the cost of such an instrument is beyond the instrumentation budget. This grant allows the University to purchase its own gravity meter to train students in the operation of the instrument and how to process and interpret gravity data. The skills obtained through the collection, processing and analysis of gravity data will aid the students in obtaining employment in exploration companies, environmental companies, government laboratories and in future research projects at higher levels of graduate research.

A purchase order has been issued to ZLS Corporation, the manufacturer of the Burris gravity meter.

Note: Funding to be from a grant from the National Science Foundation, Award 1531745.

Single purchase > \$25,000 < \$100,000 from established cooperative contract

**Juniper Equipment Support Renewal \$98,663.11
Computer Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the Educational and Institutional (E&I) Cooperative Contract CNR01278 to renew its maintenance support for the University's Juniper equipment.

July 14, 2015 through September 30, 2015

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Annual maintenance includes technical support, software updates, and advanced hardware replacement for a variety of components that support the University's network infrastructures. A purchase order has been issued to JMA Information Technology Incorporated, to renew this support through August 28, 2016, for some equipment and for the period September 21, 2015 through September 20, 2018 for the balance.

Note: Funding to be from the FY16 operational budget.

III.D.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of June 2015.

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 2015, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

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

June 2015

This report documents activities managed by Planning, Design & Construction for the month of June 2015. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

June 1, 2015

Finish Flooring, Room 1024 **Project Budget**
Robert W. Plaster Center for Free Enterprise **\$39,600.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$37,134.74. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project refinishes the floor in room 1024 and the dock entry hallway.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	37,134.74
Project Administration	1,000.00
Construction Contingency	1,465.26
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$39,600.00

This project is being funded by the Willow Brook Renovation budget.

Restore House Theatre Lighting **Project Budget**
Robert W. Plaster Student Union **\$15,561.84**

A change order was signed with Kenmar Construction, Inc. in the amount of \$37.13. This is the first change order on this project. Work added under this change order corrects the damaged house theatre lighting dimming system and provides additional house lighting. The contract amount will be increased to \$9,598.97 and thirty-one calendar days will be added to the contract completion date. This project is being funded by the Plaster Student Union Third Floor Refresh – Phase II budget.

June 2, 2015

**Upgrade Wi-Fi Service
Blair-Shannon House**

**Project Budget
\$51,033.75**

A proposal was received for upgrading the Wi-Fi service at Blair-Shannon House. Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Education and Institutional Cooperative Contract. A notice to proceed was issued to JMA Information Technology, Inc. in the amount of \$45,485.23.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	45,485.23
Project Administration	1,000.00
Construction Contingency	4,548.52
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$51,033.75

The required equipment for this project is not included in this budget. Residence Life will purchase this equipment from Computer Services – Networking and Telecommunications. This project is being funded by the Blair-Shannon Wireless budget.

June 3, 2015

**HVAC Modifications
Bear Park North**

**Project Budget
\$49,938.30**

A change order was signed with Bales Construction Company, Inc. in the amount of \$293.00. This is the first change order on this project. Work added under this change order increases the door size to match the existing doors. The contract amount will be increased to \$38,593.00. This project is being funded by the Public Safety Parking Lots budget.

June 12, 2015

**Construction of Parking Lot 20A
Springfield Campus**

**Project Budget
\$349,000.00**

A contract was signed with Terracon Consultants, Inc. for services in conjunction with construction of Parking Lot 20A. The hourly not-to-exceed fee for the consultant's work is \$4,281.50. This project is being funded by the Parking Lot 20A budget.

**Settlement Monitoring
Glass Hall**

A contract was signed with Palmerton & Parrish, Inc. for services in conjunction with monitoring the floor settlement that has occurred in Glass Hall. The hourly not-to-exceed fee for the consultant's work is \$3,800.00. This project is being funded by the Glass Hall Renovation and Addition budget.

**Study of Facility
Taylor Health and Wellness Center**

A contract was signed with Hastings+Chivetta Architects, Inc. for services in conjunction with the study of Taylor Health and Wellness Center. The hourly not-to-exceed fee for the consultant's work is \$47,500.00 plus reimbursables. This project is being funded by the Taylor Health & Wellness - Clinic budget.

June 17, 2015

**Replace Roofs at the West Grandstand
Robert W. Plaster Stadium**

**Project Budget
\$72,000.00**

A proposal was received for removing the existing north and south entrance lobby roofs and replacing them with a new roofing system. Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Education and Institutional Cooperative Contract. A notice to proceed was issued to Weatherproofing Technologies, Inc. in the amount of \$57,802.80.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	57,802.80
Project Administration	5,526.78
Construction Contingency	8,670.42
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$72,000.00

This project is being funded by the Plaster Sports Complex Exterior Envelope Improvements budget.

**Roof Replacement of the Parking Structure
Sunvilla Tower**

**Project Budget
\$303,000.00**

A proposal was received on April 21, 2015 utilizing the Education and Institutional Cooperative Contract to replace the entire parking structure roof to remediate leaks at Sunvilla Tower. Following the June Board of Governors' Executive Committee meeting, a notice to proceed was issued to Weatherproofing Technologies, Inc. in the amount of \$261,322.99. This project is being funded by the Sunvilla Tower Renovation budget.

**Chiller Repairs
Campus Utilities**

**Project Budget
\$70,000.00**

A change order was signed with Trane U.S. Inc. for extension of fifteen calendar days to be added to the Karls Hall chiller repairs and four calendar days to be added to the completion date for all other chiller repairs. This is the first change order on this project. Work added under this change order revises the completion date to accommodate the lead time associated with the parts required for this project. The contract amount will remain unchanged at \$40,650.00. This project is being funded by the Utilities Maintenance – Chilled Water Maintenance budget.

**Relocate Sanitary Sewer
Glass Hall**

**Project Budget
\$156,165.00**

Bids were received on May 7, 2015 for relocation of an existing sanitary sewer line from Meyer Library to support the future expansion of Glass Hall. Following the June Board of Governors' Executive Committee meeting, a notice to proceed was issued to Trotter Construction, LLC in the amount of \$93,000.00. This project is being funded by the Glass Hall Renovation and Addition budget.

June 19, 2015

**Job Order Contracting Services, Mechanical Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$300,000.00**

A notice of award was issued to WMC, Inc. for renewal of the Job Order Contracting Services for Mechanical Repair and Replacement. This contract is to accomplish repair and replacement projects that involve mechanical systems, with the maximum expenditure per project not to exceed \$95,000.00. This is the second renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2015 and shall remain in force until June 30, 2016. The cumulative total of this contract may not exceed \$300,000.00 during fiscal year 2016. This contract will be administered by Facilities Management.

**On Call Asbestos Abatement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$60,000.00**

A notice of award was issued to Gerken Environmental Enterprises, Inc. for renewal of the On Call Asbestos Abatement Contract. This contract provides for the removal of small quantities of asbestos found on the Springfield, Mountain Grove, and West Plains Campuses on an on-call basis. This is the first renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2015 and shall remain in force until June 30, 2016. The cumulative total of this contract may not exceed \$60,000.00 during fiscal year 2016.

June 22, 2015

**Installation of a Video Board
Bill R. Foster and Family Recreation Center**

**Project Budget
\$98,800.00**

Bids were received for the installation of a video board at Bill R. Foster and Family Recreation Center. A notice to proceed was issued to Trotter Construction, LLC in the amount of \$70,000.00.

The bids received on this project are as follows:

Contractor	Base Bid
Trotter Construction, LLC	\$70,000.00
Pinnacle Sign Group, Inc.	\$98,000.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$13,800.00
Construction Contracts	70,000.00
Project Administration	3,000.00
Construction Contingency	10,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	2,000.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$98,800.00

This project is being funded by the University Recreation Center budget.

June 23, 2015

Alarm and Doorbell, Room 312 Wells House	Project Budget \$1,500.00
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A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,176.56. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project installs an alarm and doorbell in room 312 at Wells House.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,176.56
Project Administration	73.44
Construction Contingency	250.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$1,500.00

This project is being funded by the Residence Life Refurbishing budget.

Install Netting Allison Recreation Fields	Project Budget \$144,650.00
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A change order was signed with Anchor Fence Corporation in the amount of \$7,850.22. This is the second change order on this project. Work added under this change order includes furnishing and installing the top cap rail on the chain link fence that surrounds the perimeter of the Allison Recreation Fields. The contract amount will be increased to \$109,950.22 and three calendar days will be added to the contract completion date. This project is being funded by the Student Affairs Administrative – Non Operating budget.

June 25, 2015

**Testing and Balancing for the Laboratory Renovations
Temple Hall**

**Project Budget
\$10,000.00**

Bids were received for test and balance services for the laboratory renovation project at Temple Hall. A notice to proceed was issued to C&C Group in the amount of \$7,565.00.

The bids received on this project are as follows:

Contractor	Base Bid
C&C Group	\$7,565.00
Testing and Balancing Company	\$9,895.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	7,565.00
Project Administration	435.00
Construction Contingency	2,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$10,000.00

This project is being funded by the Temple Laboratory Renovation budget.

June 26, 2015

**Job Order Contracting Services, Electrical Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$200,000.00**

Four proposals were received for the Job Order Contracting Services for Electrical Repair and Replacement. This contract is to accomplish repair and replacement projects that involve electrical systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 per fiscal year and shall have two optional renewal periods for the subsequent following fiscal years or until June 30, 2018. Following the June Board of Governors' meeting, a notice of award was issued to A-1 Electric Service, Inc. This contract will be administered by Facilities Management.

**Job Order Contracting Services, Insulation Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$200,000.00**

Two proposals were received for the Job Order Contracting Services for Insulation Repair and Replacement. This contract is to accomplish repair and replacement projects that involve thermal insulation on plumbing and mechanical piping and equipment, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 per fiscal year and shall have two optional renewal periods for the subsequent following fiscal years or until June 30, 2018. Following the June Board of Governors' meeting, a notice of award was issued to WMC, Inc. This contract will be administered by Facilities Management.

**Job Order Contracting Services, Plumbing Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$200,000.00**

One proposal was received for the Job Order Contracting Services for Plumbing Repair and Replacement. This contract is to accomplish repair and replacement projects that involve plumbing systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 per fiscal year and shall have two optional renewal periods for the subsequent following fiscal years or until June 30, 2018. Following the June Board of Governors' meeting, a notice of award was issued to Connelly Plumbing Company. This contract will be administered by Facilities Management.

**Job Order Contracting Services
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$500,000.00**

A notice of award was issued to Kenmar Construction, Inc. for renewal of the Job Order Contracting Services on the Missouri State University campuses located in Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties. This contract is for construction work that is minor in nature, with the maximum expenditure per project not to exceed \$50,000.00. The cumulative total of this contract may not exceed \$500,000.00 during fiscal year 2016. This is the second renewal of four available renewals for this contract. The renewal period shall become effective July 1, 2015 and shall remain in force until June 30, 2016.

June 29, 2015

**Renovation of
Sunvilla Tower**

**Project Budget
\$13,000,000.00**

A change order was signed with KCI Construction, Inc. in the amount of \$67,302.00. This is the third change order on this project. Work added under this change order replaces the booster pump and provides an electrical duct bank crossing. The contract amount will be increased to \$11,124,417.00. This project is being funded by the Sunvilla Tower Renovation budget.

**Installation of Technology for the Laboratory Renovation
Temple Hall**

**Project Budget
\$92,150.51**

A proposal was received for the installation of technology for the laboratory renovation in Temple Hall. Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Education and Institutional Cooperative Contract. A notice to proceed was issued to SKC Communication Products, Inc. in the amount of \$83,950.51.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	83,950.51
Project Administration	200.00
Construction Contingency	8,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$92,150.51

This project is being funded by the Temple Laboratory Renovation budget.

June 30, 2015

**Renovation of
Sunvilla Tower**

**Project Budget
\$13,000,000.00**

A change order was signed with KCI Construction, Inc. in the amount of \$465,921.00. This is the fourth change order on this project. Work added under this change order installs fire alarm strobes and voice notification speakers, as well as changes the solid surface showers to ceramic tile. The contract amount will be increased to \$465,921.00 and thirty-two calendar days will be added to the contract completion date. This project is being funded by the Sunvilla Tower Renovation budget.

III.D.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of July 2015.

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 July 2015, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

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

July 2015

This report documents activities managed by Planning, Design & Construction for the month of July 2015. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

July 1, 2015

**Replace Dock Leveler
Central Stores and Maintenance**

**Project Budget
\$13,800.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$11,099.32. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project replaces the existing dock leveler that has failed and has been removed for safety reasons.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	11,099.32
Project Administration	1,000.68
Construction Contingency	1,700.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$13,800.00

This project is being funded by the Central Services budget.

July 2, 2015

**Rifle Range Ventilation
John Q. Hammons Student Center**

**Project Budget
\$48,522.50**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$48,031.30. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project modifies the way ventilation air is being supplied to the rifle range.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	48,031.30
Project Administration	91.20
Construction Contingency	400.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$48,522.50

This project is being funded by the HSC Rifle Range budget.

July 5, 2015

Chiller Repairs	Project Budget
Campus Utilities	\$98,000.00

A change order was signed with Trane U.S. Inc. in the amount of \$1,289.00. This is the second change order on this project. Work added under this change order replaces a defective chilled water sensor. The contract amount will be increased to \$41,939.00. The completion date for Karls Hall chiller repairs will remain unchanged and fifteen calendar days will be added to the completion date for all other chiller repairs. This project is being funded by the Utilities Maintenance – Chilled Water Maintenance budget.

July 6, 2015

New Construction	Project Budget
O'Reilly Clinical Health Sciences Center	\$19,500,000.00

A change order was signed with DeWitt & Associates, Inc. in the amount of \$377,386.33. This is the seventh change order on this project. Work added under this change order includes clinic and classroom technology revisions and simulation laboratory technology. The contract amount will be increased to \$15,047,990.33. This project is being funded by the Occupational Therapy Building budget.

John Q. Hammons Parkway Transitway	Project Budget
Springfield Campus	\$580,000.00

A change order was signed with Hunter Chase & Associates, Inc. in the amount of \$550.00. This is the first change order on this project. Work added under this change order includes irrigation main repair. The contract amount will be increased to \$386,723.00. This project is being funded by the Hammons Transitway budget.

John Q. Hammons Parkway Transitway	Project Budget
Springfield Campus	\$580,000.00

A change order was signed with Hunter Chase & Associates, Inc. removing the five percent retainage requirement from the specifications to accommodate Missouri Department of Transportation's policies and procedures. This is the second change order on this project. The contract amount will remain unchanged at \$386,723.00. This project is being funded by the Hammons Transitway budget.

**John Q. Hammons Parkway Transitway
Springfield Campus**

**Project Budget
\$580,000.00**

A change order was signed with Hunter Chase & Associates, Inc. in the amount of \$400.00. This is the third change order on this project. Work added under this change order replaces the non-pressure rated irrigation main under the sidewalk. The contract amount will be increased to \$387,123.00. This project is being funded by the Hammons Transitway budget.

**John Q. Hammons Parkway Transitway
Springfield Campus**

**Project Budget
\$580,000.00**

A change order was signed with Hunter Chase & Associates, Inc. in the amount of \$4,900.00. This is the fourth change order on this project. Work added under this change order removes the existing storm drainage structure on the west side of John Q. Hammons Parkway Transitway. The contract amount will be increased to \$392,023.00. This project is being funded by the Hammons Transitway budget.

July 8, 2015

**Audio Visual Equipment Installation
Davis-Harrington Welcome Center**

**Project Budget
\$62,964.12**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$49,418.63. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project installs owner furnished audio visual equipment, an ADA assisted listening system, HD monitor, lectern, and a refrigerator.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	49,418.64
Project Administration	2,965.12
Construction Contingency	580.36
Furniture, Fixtures, and Equipment	5,000.00
Telecommunications	5,000.00
Relocation Costs	0.00
Total Project Budget	\$62,964.12

This project is being funded by the University Welcome Center budget.

**Renovations to
Pummill Hall**

**Project Budget
\$7,025,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$101,475.00. This is the fourth change order on this project. Work added under this change order modifies the restrooms and electrical components. The contract amount will be increased to \$5,896,351.00. This project is being funded by the Pummill Hall Renovation budget.

July 9, 2015

**Starbucks HVAC Modifications
Robert W. Plaster Student Union**

**Project Budget
\$43,000.00**

A bid was received for providing additional cooling capacity in the Starbucks storage room in the lower level of Robert W. Plaster Student Union. A notice to proceed was issued to Mechanical Services, Inc. the amount of \$32,700.00.

The bid received on this project is as follows:

Contractor	Base Bid
Mechanical Services, Inc.	\$32,700.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 5,000.00
Construction Contracts	32,700.00
Project Administration	400.00
Construction Contingency	4,900.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$43,000.00

This project is being funded by the Food Service budget.

July 11, 2015

**Evaluate and Rectify Sinkhole
Robert W. Plaster Center for Free Enterprise**

**Project Budget
\$13,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$1,489.05. This is the first change order on this project. Work added under this change order provides rock in an eroded area below the existing slab for stabilization. The contract amount will be increased to \$11,541.26. This project is being funded by the Willow Brook Renovation budget.

July 13, 2015

**Signage Modifications
Robert W. Plaster Center for Free Enterprise**

**Project Budget
\$31,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$851.21. This is the first change order on this project. Work added under this change order includes additional costs associated with installing new letters to signage. The contract amount will be increased to \$27,451.36. This project is being funded by the Plaster Free Enterprise Signage budget.

July 14, 2015

**Renovations to the Dining Center
Blair-Shannon House**

**Project Budget
\$1,228,350.00**

A change order was signed with Nesbitt Construction, Inc. in the amount of \$41,488.07. This is the first change order on this project. Work added under this change order includes additional demolition of the corridor wall and modifications to the dishwashing room. The contract amount will be increased to \$849,838.07 and sixteen calendar days will be added to the completion date for Dishwashing 122 and three calendar days will be added to the remaining contract completion date. This project is being funded by the Blair Shannon Dining budget.

**Construction of Parking Lot 20A
Springfield Campus**

**Project Budget
\$349,000.00**

A change order was signed with Bales Construction Company, Inc. in the amount of \$6,319.00. This is the first change order on this project. Work added under this change order modifies conduit placement at Parking Lot 20A. The contract amount will be increased to \$285,169.00 and thirteen calendar days will be added to the contract completion date. This project is being funded by the Parking Lot 20A budget.

July 15, 2015

**Installation of Outdoor Freezer
Garst Dining Center**

**Project Budget
\$210,000.00**

Bids were received on July 2, 2015 for additional freezer storage space in Garst Dining Center. Following the July Board of Governors' Executive Committee meeting, a notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$165,000.00. This project is being funded by the Freezer Install Garst Dining budget.

July 16, 2015

**Chiller Repairs
Campus Utilities**

**Project Budget
\$98,000.00**

A change order was signed with Trane U.S. Inc. in the amount of \$40,391.00. This is the third change order on this project. Work added under this change order replaces a motor and a damaged bearing oil seal ring. The contract amount will be increased to \$82,330.00 and thirty-one calendar days will be added to the contract completion date. This project is being funded by the Utilities Maintenance – Chilled Water Maintenance budget.

July 17, 2015

**Utility Tunnel Repairs
Campus Utilities**

**Project Budget
\$580,000.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$12,987.65. This is the first change order on this project. Work added under this change order includes removal and replacement of concrete. The contract amount will be increased to \$393,587.65. This project is being funded by the Utility Tunnel Repairs budget.

**HVAC Modifications
Bear Park North**

**Project Budget
\$49,938.30**

A change order was signed with Bales Construction Company, Inc. in the amount of \$2,946.77. This is the second change order on this project. Work added under this change order provides coil guards, a pipe guard, and a lockable thermostat. The contract amount will be increased to \$41,539.77. This project is being funded by the Public Safety Parking Lots budget.

July 21, 2015

**Upgrade Fire Alarm Panel
Hutchens House**

**Project Budget
\$57,659.60**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$19,359.60. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project upgrades the smoke detectors found throughout the common areas of Hutchens House.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	19,359.60
Project Administration	3,000.00
Construction Contingency	3,000.00
Furniture, Fixtures, and Equipment	32,300.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$57,659.60

This project is being funded by the Residence Life Refurbishing budget.

July 22, 2015

**Replace Recessed Wood Floor
John Q. Hammons Arena**

A contract was signed with Structural Engineering Associates, Inc. for services in conjunction with replacement of existing wood flooring in John Q. Hammons Arena. The fixed fee for the consultant's work is \$2,850.00. This project is being funded by the John Q. Hammons Arena Operations budget.

**Renovate the Existing Elevator
Baker Bookstore**

A contract was signed with Kenneth H. Lemp Elevator Consultant, Inc. for services in conjunction with the renovation of one hydraulic elevator in Baker Bookstore. The fixed fee for the consultant's work is \$9,500.00. This project is being funded by the Bookstore budget.

July 28, 2015

**John Q. Hammons Parkway Transitway
Springfield Campus**

**Project Budget
\$580,000.00**

A change order was signed with Hunter Chase & Associates, Inc. in the amount of \$4,300.00. This is the fifth change order on this project. Work added under this change order installs conduit inside King Street Annex and the Quazite Box near the emergency phone. The contract amount will be increased to \$396,323.00. This project is being funded by the Hammons Transitway budget.

**John Q. Hammons Parkway Transitway
Springfield Campus**

**Project Budget
\$580,000.00**

A change order was signed with Hunter Chase & Associates, Inc. for extension of the contract completion date by twelve calendar days. This is the sixth change order on this project. Work added under this change order revises the completion date due to adjoining projects and inclement weather. The contract amount will remain unchanged at \$396,323.00. This project is being funded by the Hammons Transitway budget.

July 29, 2015

**Renovation of
Sunvilla Tower**

**Project Budget
\$13,000,000.00**

A construction contract was awarded to KCI Construction Company, Inc. as approved at the October 15, 2014 Board of Governors' Executive Committee meeting. Prior to completion of the contract, it was apparent that KCI Construction Company, Inc. would not complete the renovations required to accommodate the incoming residents. To rectify and complete the work, a proposal was requested from Dewitt & Associates, Inc. for a supplemental labor contract. This contract will temporarily exceed the approved project budget. To recover this expense, the University plans to withhold and modify KCI Construction Company, Inc.'s payment applications in accordance with the liquidated damages schedule outlined in the contract documents. As approved at the August Board of Governors' Executive Committee meeting, an agreement was issued to Dewitt & Associates, Inc. in the amount of \$255,235.73. This project is being funded by the Sunvilla Tower Renovation budget.

III.D.3.

RECOMMENDED ACTION - Approval of Activity Report for the month of August 2015.

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 August 2015, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

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

August 2015

This report documents activities managed by Planning, Design & Construction for the month of August 2015. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

August 5, 2015

New Construction	Project Budget
O'Reilly Clinical Health Sciences Center	\$19,500,000.00

A change order was signed with DeWitt & Associates, Inc. in the amount of \$124,681.00. This is the eighth change order on this project. Work added under this change order modifies the headwalls, provides additional landscaping, and installs exterior Wi-Fi poles. The contract amount will be increased to \$15,172,671.33. This project is being funded by the Occupational Therapy Building budget.

Laboratory Renovations	Project Budget
Temple Hall	\$3,378,095.00

A change order was signed with Carson-Mitchell, Inc. in the amount of \$44,087.07. This is the first change order on this project. Work added under this change order relocates steam and hot water risers and installs structural steel. The contract amount will be increased to \$2,669,437.07 and twelve calendar days will be added to the contract completion date. This project is being funded by the Temple Laboratory Renovations budget.

Renovations to the Dining Center	Project Budget
Blair-Shannon House	\$1,228,350.00

A change order was signed with Nesbitt Construction, Inc. in the amount of \$8,256.25. This is the second change order on this project. Work added under this change order provides electrical service to the office in the west dining room and kitchen line millwork. The contract amount will be increased to \$858,094.32. This project is being funded by the Blair Shannon Dining budget.

New Construction	Project Budget
O'Reilly Clinical Health Sciences Center	\$19,500,000.00

Additional services were approved with Cannon Design for services in conjunction with construction of the O'Reilly Clinical Health Sciences Center. The University requested that Cannon Design provide design services associated with specifying, purchasing, and installing furniture, fixtures, and equipment for the new building. The additional services amount is \$57,560.00. The new contract amount is \$1,444,710.00. This project is being funded by the Occupational Therapy Building budget.

August 6, 2015

**Upgrade Wi-Fi Service
Blair-Shannon House**

**Project Budget
\$51,033.75**

A change order was signed with JMA Information Technology, Inc. in the amount of \$1,598.16. This is the first change order on this project. Work added under this change order includes mounting one equipment rack and installing conduit. The contract amount will be increased to \$47,083.39 and six calendar days will be added to the contract completion date. This project is being funded by the Blair-Shannon Wireless budget.

August 17, 2015

**Replace Dock Leveler
Central Stores and Maintenance**

**Project Budget
\$13,800.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$766.44. This is the first change order on this project. Work added under this change order installs new angle iron to the leveler pit. The contract amount will be increased to \$11,865.76 and ten calendar days will be added to the contract completion date. This project is being funded by the Central Services budget.

**FY15 Preventative Parking Lot Maintenance
Springfield Campus**

**Project Budget
\$232,000.00**

A change order was signed with Ball Paving, Inc. in the amount of \$30,862.00. This is the first change order on this project. Work added under this change order includes additional patching, striping, and sealing for various lots. The contract amount will be increased to \$210,802.00. This project is being funded by the FY15 Preventative Maintenance Parking Lots budget.

August 20, 2015

**Laboratory Renovations
Temple Hall**

**Project Budget
\$3,378,095.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$57,595.85. This is the second change order on this project. Work added under this change order includes new panel switches and laboratory equipment. The contract amount will be increased to \$2,727,032.92. This project is being funded by the Temple Laboratory Renovations budget.

**Finish Flooring, Room 1024
Robert W. Plaster Center for Free Enterprise**

**Project Budget
\$39,600.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$1,123.10. This is the first change order on this project. Work added under this change order reconfigures the roof drain piping. The contract amount will be increased to \$38,257.84. This project is being funded by the Willow Brook Renovation budget.

**Updated Estimate Costs
Bull Shoals Field Station**

A contract was signed with HKW Architects for services in conjunction with the redesign of the Biology Field Station at Bull Shoals Lake. The fixed fee for the consultant's work is \$4,590.00. This project is being funded by the Bull Shoals Field Station budget.

**Install Additional Linesets
Juanita K. Hammons Hall for the Performing Arts**

A contract was signed with J&M Engineering, LLC for services in conjunction with installation of new linesets and a new electrical system upgrade at Juanita K. Hammons Hall for the Performing Arts. The fixed fee for the consultant's work is \$13,500.00. This project is being funded by the Juanita K. Hammons Hall Operations budget.

August 24, 2015

**Chiller Repairs
Campus Utilities**

**Project Budget
\$98,000.00**

A change order was signed with Trane U.S. Inc. in the amount of \$11,080.00. This is the fourth change order on this project. Work added under this change order provides additional refrigerant and replaces temperature sensors. The contract amount will be increased to \$93,410.00 and thirty-one calendar days will be added to the Karls Hall chiller repairs and sixty-two calendar days will be added to the completion date for all other chiller repairs. This project is being funded by the Utilities Maintenance – Chilled Water Maintenance budget.

**Branding of
Davis-Harrington Welcome Center**

A contract was signed with Dake Wells Architecture, LLC for services in conjunction with the branding of the Davis-Harrington Welcome Center. The fixed fee for the consultant's work is \$29,000.00. This project is being funded by the University Welcome Center budget.

August 25, 2015

**Renovation of
Sunvilla Tower**

**Project Budget
\$13,000,000.00**

A change order was signed with KCI Construction, Inc. for a deduct in the amount of \$10,164.00. This is the fifth change order on this project. Work under this change order eliminates elevator lobby tack panels and modifies paint color and drapery fabric. The contract amount will be decreased to \$11,580,174.00. This project is being funded by the Sunvilla Tower Renovation budget.

**Solar Stop
Campus Bikeways**

**Project Budget
\$90,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$5,241.61. This is the first change order on this project. Work added under this change order provides six additional solar panels. The contract amount will be increased to \$75,666.61 and forty-two calendar days will be added to the contract completion date. This project is being funded by the Sustainability – Solar Stop budget.

**Solar Stop
Campus Bikeways**

**Project Budget
\$90,000.00**

A change order was signed with Mechanical Services, Inc. for a deduct in the amount of \$315.70. This is the second change order on this project. Work under this change order eliminates planting owner provided trees. The contract amount will be decreased to \$75,350.91. This project is being funded by the Sustainability – Solar Stop budget.

August 27, 2015

**Asbestos Removal, Third Floor Corridor
Craig Hall**

**Project Budget
\$585.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$404.44. This work order was issued under the FY16 On-Call Asbestos Abatement contract. Work under this project includes asbestos tile and mastic removal within the doorways on the third floor corridor in Craig Hall.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	404.44
Project Administration	75.56
Construction Contingency	105.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$585.00

This project is being funded by the Craig Hall Third Floor Renovation budget.

**Check Floor Loading Capacity
Jordan Valley Innovation Center**

A contract was signed with J&M Engineering, LLC for services in conjunction with the floor loading capacity in room 116 in the Jordan Valley Innovation Center. The hourly not-to-exceed fee for the consultant's work is \$3,500.00. This project is being funded by the Center for Applied Science & Engineering budget.

August 28, 2015

**Installation of Stair Riser Graphics
Robert W. Plaster Stadium**

A proposal was received to install riser graphics on the two center stairs at the east seating of Robert W. Plaster Stadium. Following approval of the license agreement at the August Board of Governors' Executive Committee meeting, a notice of award was issued to Pinnacle Sign Group, Inc. This project will be paid for by an independent third party arranged by Missouri State Sports Properties.

**Installation of Signage and Fencing, Child Development Center
Professional Building**

A proposal was received to install signage and fencing at the Child Development Center playground at the Professional Building. Following approval of the license agreement at the August Board of Governors' Executive Committee meeting, a notice of award was issued to Pinnacle Sign Group, Inc. This project will receive funds as a dedicated gift through the Foundation for Missouri State University.

MISSOURI STATE UNIVERSITY

III.E.1.

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>
Jason L. Shaw	Assistant Professor Physical Therapy (12-month appointment)	\$83,000 annually	08/03/15
Rose Korang-Okrah	Assistant Professor School of Social Work	\$55,000 annually	08/10/15
William E. McClain	Assistant Professor School of Agriculture	\$63,000 annually	08/10/15

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Kyle Aho	Instructor Music	\$40,000 annually	08/10/15 05/13/16
John C. Brown	Artist-in-Residence Theatre & Dance	\$45,000 annually	08/10/15 05/13/16
William Boyer	Instructor School of Agriculture (12-month appointment)	\$42,000 annually	08/10/15 06/30/16
Andres F. Cantillo	Instructor Economics	\$42,500 annually	08/10/15 05/13/16
Natalie A. Curry	Clinical Instructor School of Social Work	\$40,000 annually	08/10/15 05/13/16
Craig Davis	Visiting Instructor Music	\$45,000 annually	08/10/15 05/13/16
Tiffany S. Havlin	Clinical Instructor School of Social Work	\$40,000 annually	08/10/15 05/13/16

Academic Personnel Board Actions, cont'd.

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Andrew Purvis	Instructor Criminology & Criminal Justice	\$40,000 annually	08/10/15 05/13/16
Shari L. Scott	Instructor Counseling, Leadership & Special Ed.	\$42,000 Annually	08/10/15 05/13/16
Jo Lynne Stalnaker	Instructor Computer Information Systems	\$40,000 annually	08/10/15 05/13/16
Julia D. Troche	Instructor History (3/4 time appointment)	\$35,000 annually	08/10/15 05/13/16

(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 Assistant Appointment)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Cody Cash	Instructor Philosophy (3/4 time appointment)	05/15/15
Elizabeth B. Federman	Assistant Professor Master of Public Health	05/15/15
Maggie Marlin-Hess	Assistant Professor Theatre & Dance	05/15/15
Per J. Norander	Senior Instructor Economics	05/15/15
Emanuelle M. Wessels	Assistant Professor Media, Journalism & Film	05/15/15

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jerry Hatch	Associate Professor Art & Design	05/15/15
Linda G. Robbins	Instructor Counseling, Leadership & Special Ed.	05/15/15
Richard Ruhe	Instructor Greenwood	05/15/15
Robert I. Egbert	Professor Cooperative Engineering	05/13/16

DECEASED:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jane Hoogestraat	English	09/09/15

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
John Bourhis	Professor Communication	08/17/15 12/11/15
Jokima L. Hiller	Instructor Hospitality & Restaurant Administration	08/10/15 05/13/16

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Nicole Hendrickson	Instructor Biomedical Sciences	07/23/15 09/07/15
Mary Baumlin	Professor English	08/01/15 12/31/15
Adrienne Boulton-Funke	Assistant Professor Art & Design	08/10/15 12/11/15

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.

Michele Granger Professor, Management
Fall 2015

To develop a research article on the analysis of practices (e.g., usage, satisfaction, and future plans) in social media by entrepreneurs in product development, retail and service sectors to be submitted to refereed researched journals in management; “Entrepreneurs” Impressions of Social Media Use in Business Practices” will be disseminated through the Small Business and Technology Development Center and One Million Cups.

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Kenneth R. Vollmar	Department Head	Continuation	07/01/15
	Computer Science Professor	of Appointment	06/30/17
	Computer Science From: \$100,026 annually To: \$107,934 annually	& Salary Adjustment	
Michael Ellis	From: Professor	Change of Status	08/01/15
	English To: Faculty Emeritus English		
Jerry Hatch	From: Associate Professor	Change of Status	08/01/15
	Art & Design To Faculty Emeritus Art & Design		
Andrew B. Johnson	Program Director	Continuation of Appointment	08/01/15
	Philosophy Associate Professor Philosophy \$56,941 annually (\$2000 monthly Supplemental)		05/13/16

Academic Personnel Board Actions, cont'd.

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Maria Michalczyk	From: Associate Professor Art & Design To: Faculty Emeritus Art & Design	Change of Status	08/01/15
James C. Moyer	From: Professor Religious Studies To: Faculty Emeritus Religious Studies	Change of Status	08/01/15
Debra L. Savinske	From: Clinical Assistant Professor Nursing To: Faculty Emeritus Nursing	Change of Status	08/01/15
Roberta Lowe	Instructor Art & Design From: \$37,846 annually To: \$41,581 annually	Salary Adjustment	08/10/15
Debra A. Price	From: Instructor Merchandising & Fashion Design To: Instructor Childhood & Family Studies	Department Change	08/10/15
Ridwan Sakidja	Associate Professor Physics, Astronomy & Material Sciences From: \$90,000 annually To: \$65,966 annually	Salary Adjustment	08/10/15
Denita Siscoe	Vice President for Student Affairs Student Affairs Professor with Tenure Counseling, Leadership & Special Education	Tenure Granted	09/04/15

REAPPOINTMENTS:

Non-tenured, unranked faculty, effective August 10, 2015 through May 13, 2016, unless otherwise noted

COLLEGE OF BUSINESS

Management Department

Barry R. Cobb	Clinical Assistant Professor
Michal Dale	Instructor
Dana J. Frederick	Instructor
Michael Merrigan	Clinical Assistant Professor

COLLEGE OF EDUCATION

Department of Childhood Ed. & Family Studies

Christine L. Combs	Instructor
Candace S. Fairbairn	Clinical Assistant Professor
Cynthia L. Freeman	Instructor
Vickie L. Haynes	Instructor
Cynthia A. McMeley	Instructor
Kimberly J. Roam	Clinical Instructor
Melissa J. Schotthofer	Instructor
Cara L. Smith	Instructor
Myrna L. Walker	Clinical Instructor
Joretta L. Wilcox	Clinical Instructor
Gina M. Wood	Clinical Instructor

Vote: _____ Yea
 _____ Nay

COMMENTS:

Jason L. Shaw, Assistant Professor, Physical Therapy 12-month appointment

Ph.D. Arizona School of Health Sciences, Expected November 2015

B.S. New York University, 1997

Experience: 2006 – present, CoxHealth, Meyer Orthopedic & Rehabilitation Hospital, Springfield, MO; 2014 – present, Per Course Faculty, Missouri State University; 2011 – present, ManorCare Health Services, Springfield, MO; 2011 – present, Select Rehab, Ozark Nursing and Care Center, Ozark, MO; 2006 – present, Meyer Orthopedic and Rehabilitation Center; 2002 – 2009, Rehabcare, The Ozarks Methodist Manor, Marionville, MO; 1998 – 2003, Missouri Rehabilitation Center; 1992 – 2002, Missouri Rehabilitation Center, Mount Vernon, MO.

Rose Korang-Okrah, Assistant Professor, School of Social Work

Ph.D. University of Illinois at Urbana, 2011

M.S.W. George Warren Brown School of Social Work, 2003

B.S.W. University of Ghana, 1999

Experience: 2011 – present, Assistant Professor, Western Kentucky University, Bowling Green, Kentucky; 2010 – 2011, Adjunct Lecturer, 2010, Co-Instructor, 2008-2009, Instructor, 2007 – 2008, Teaching Assistant, 2007, Instructor, 2007 Guest Lecturer, University of Illinois, Urbana-Champaign.

William Edward McClain, Assistant Professor, Agriculture

Ph.D. University of Missouri, Columbia, 2007

M.S. Missouri State University, 2002

B.S. Missouri State University, 1997

Experience: 2007 – present, Regional Agronomy Specialist, University of Missouri Extension; 2006 – 2007, Senior Research Assistant, University of Missouri; 2003 – 2007, Ph.D. Candidate, University of Missouri; 2002 – 2003, Lecturer, Missouri State University, 1999 – 2001, Missouri State University; 1997 – 2003, Head Horticulturist, Twin Oaks Country Club, Springfield, Missouri.

ADDENDUM A

The following have been appointed as Per Course Faculty for the fall semester August 10, 2015 through December 11, 2015.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Jodie	Kinesiology	\$2,445.00
Adler, Aaron	Physical Therapy	\$1,830.00
Andreassen, Adam	Psychology	\$2,745.00
Arciniegas, Guillermo	Modern & Classical Languages	\$7,344.00
Augustson, Darice	Music	\$539.00
Austin, Rebekah	Mathematics	\$2,271.00
Babusa, Emily	Chemistry	\$3,232.00
	Mathematics	\$2,271.00
Bacon, Karen	Communication Sciences & Disorders	\$2,445.00
Baedke, Jesse	Biomedical Sciences	\$3,000.00
Baker, Joann	Communication Sciences & Disorders	\$1,630.00
Ball, Zachary	Physical Therapy	\$915.00
Baltes, Jennifer L.	Psychology	\$4,890.00
Barker, Michael	Physical Therapy	\$3,045.00
Barnett, Helen	Sociology & Anthropology	\$2,502.00
Baum, Allicia	Psychology	\$2,745.00
Beberniss, Kathy	Biomedical Sciences	\$4,060.00
Bender, Timothy	Psychology	\$9,655.00
Benecasa, James	Music	\$2,145.00
Bennett, Evan	Foreign Language Institute	\$2,448.00
Bennett, Susan	Theatre & Dance	\$4,896.00
Bergant, Amy	Modern & Classical Languages	\$4,896.00
Block, Shelley	English	\$5,508.00
Bloodworth, Julie	Theatre & Dance	\$2,145.00
Bohanon, Mariah	English	\$4,896.00
Booher, Kary	Media, Journalism & Film	\$2,448.00
Boone, Tonya	School of Social Work	\$2,445.00
Borich, Michael	Media, Journalism & Film	\$2,754.00
Bowin, Thomas	Art & Design	\$2,448.00
Boyt, Tamera	Childhood Ed & Family Studies	\$2,445.00
Bradley, Karla	Biomedical Sciences	\$3,000.00
Bradley, Robert	Theatre & Dance	\$1,500.00
Brame, Erika	Media, Journalism & Film	\$2,754.00
Brammer, Ron	Music	\$2,145.00
Brewer, Charles	Kinesiology	\$798.00

Academic Personnel Board Actions, cont'd.

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Brocaille, Nicole	Psychology	\$2,445.00
Broekhoven, Jeff	Art & Design	\$4,896.00
Brown, Paula	Counseling, Leadership & Special Ed	\$2,745.00
Brundege, Alishia	Art & Design	\$2,754.00
Brunner, Judy	Reading, Foundations & Technology	\$4,500.00
Bryant, Emery	Kinesiology	\$4,655.00
Bubalo, Julie	Theatre & Dance	\$2,145.00
Buergler, Melanie	Psychology	\$4,890.00
Bullard, Steve	School of Accountancy	\$5,000.00
Burmood, Jacob	Art & Design	\$9,486.00
Bush, Rachel	Theatre & Dance	\$2,145.00
Cabrera Hurtado, Juan D.	Modern & Classical Languages	\$2,448.00
Cagle, Michael E.	Mathematics	\$2,424.00
Call, Anna	Communication Sciences & Disorders	\$4,890.00
Cameron, Paul	Biomedical Sciences	\$7,950.00
Campbell, Stephanie	Psychology	\$5,490.00
Capeci, Dominic	History	\$6,266.00
Carcamo, Felipe	Modern & Classical Languages	\$2,448.00
Carney, Donna	Communication Sciences & Disorders	\$3,260.00
Choate, Lenetta	Psychology	\$2,745.00
Clemons, Lachelle	Counseling, Leadership & Special Ed	\$2,445.00
Cobb, Claire	Childhood Ed & Family Studies	\$2,445.00
Cockrum, Leslie	Communication Sciences & Disorders	\$4,890.00
Coleman, Teresa	Counseling, Leadership & Special Ed	\$2,445.00
Collins, Daisy	Reading, Foundations & Technology	\$2,445.00
Collins, Jeffery	Music	\$4,290.00
Collins, Miles A	Mathematics	\$4,542.00
Colson, Rebecca	School of Social Work	\$4,890.00
Coltharp, Joel	English	\$4,896.00
Conrad, Kimberly	Psychology	\$2,445.00
Cook, Heather	English	\$2,448.00
Corcoran, William	Geography, Geology & Planning	\$9,430.00
Cornelius-white, Cecily	Psychology	\$2,745.00
Coulter, Adam	Geography, Geology & Planning	\$2,574.00
Cover, Joseph	English	\$5,100.00
Cowsert, Derek	English	\$4,896.00
Coy, Bradley	Management	\$3,000.00
Craigo, Karen	English	\$7,344.00
Crosby, Shannon	Biomedical Sciences	\$6,000.00
Cruise, Amy	Sports Medicine & Athletic Training	\$1,950.00
Dale, Allyson	English	\$4,896.00

Academic Personnel Board Actions, cont'd.

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D'Angelo, Sandra L	Psychology	\$2,745.00
Davis, Jason	Chemistry	\$2,424.00
Dawson, Carl	Psychology	\$2,445.00
Dekle, Victoria G.	Sociology & Anthropology	\$2,448.00
Dewitt, Thomas	Agriculture	\$3,200.00
Dobson, Lemont	History	\$5,508.00
Dollar, Susan	Nursing	\$55.00
Dougherty, John	Art & Design	\$4,896.00
Downs, Deborah	Kinesiology	\$1,862.00
Draney, Heath	Art & Design	\$2,896.00
Eckelmann, Andrew	Chemistry	\$4,242.00
Egbert, Polly	Communication Sciences & Disorders	\$2,445.00
Ellis, Michael	English	\$6,182.00
Fain, Adraine	Biomedical Sciences	\$6,400.00
Federman, Elizabeth	Master of Public Health	\$3,900.00
Fielding, Steve	Art & Design	\$5,508.00
Finley, Dean	First-Year Programs	\$2,400.00
Fogle, Elizabeth	Sociology & Anthropology	\$2,448.00
Foster, Jeffrey	Psychology	\$2,745.00
Frauenhoffer, Megan	Art & Design	\$3,162.00
Frew, Morgan	Art & Design	\$6,324.00
Frietze, Joseph D.	Psychology	\$2,445.00
George, Larry	Honors College	\$3,200.00
Getchell, John	School of Social Work	\$2,445.00
Gibson, Melissa	Childhood Ed & Family Studies	\$4,890.00
Gietzen, Katherine M.	Physics, Astronomy & Mat Science	\$9,000.00
Gillis, Derek	Chemistry	\$2,424.00
Goodland, Monica	Biomedical Sciences	\$5,400.00
Goodwin, Andrew	Art & Design	\$4,896.00
Gratton, Andrew	Technology & Construction Management	\$6,000.00
Griffith, Robert	English	\$2,754.00
Grisham, Craig	Agriculture	\$1,800.00
Groves, Fred	Reading, Foundations & Technology	\$1,830.00
Groves, Gregory	Finance & General Business	\$4,000.00
Groves, Jeffrey	Finance & General Business	\$4,000.00
Hamby, Ashley	Childhood Ed & Family Studies	\$2,745.00
Happel, Rachel	Psychology	\$2,445.00
Hart, Margaret	School of Social Work	\$2,445.00
Hathcock, Danielle	Psychology	\$4,890.00
Haynes, Tricia	Biomedical Sciences	\$6,000.00
Henry, Kristina	Nursing	\$990.00

Academic Personnel Board Actions, cont'd.

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Herman, Gary	Sports Medicine & Athletic Training	\$2,295.00
Herr, Melissa	English	\$4,896.00
Herring, Sean	English	\$5,508.00
Hesser, Patti	Communication Sciences & Disorders	\$2,445.00
Hetzler, Brandon	Sports Medicine & Athletic Training	\$3,200.00
Himes, Marcia	Physical Therapy	\$2,745.00
Hines, James	Accountancy	\$6,600.00
Hogan, Joy	Kinesiology	\$1,596.00
Holcomb, Kazumi	Foreign Language Institute	\$2,948.00
Holtmeyer, William	Counseling, Leadership & Special Ed	\$2,445.00
Hooker, Tristin	English	\$2,448.00
Houser, Brett	English	\$4,896.00
Huddleston, Seth A.	Childhood Ed & Family Studies	\$2,745.00
Hutson, Christine	Criminology & Criminal Justice	\$3,000.00
Hykes, Beth	School of Social Work	\$2,445.00
Ice, Whitney	English	\$2,448.00
	Theatre & Dance	\$2,145.00
Ireland, Kim	Communication Sciences & Disorders	\$2,445.00
Jackson, Wendy	School of Social Work	\$2,445.00
Jacobs, Stephanie	Chemistry	\$1,716.00
Jacobson, Carol	English	\$2,550.00
Jamieson, Rachel	Theatre & Dance	\$4,896.00
Johnson, David R	Psychology	\$2,445.00
Johnson, Jessica	Psychology	\$2,445.00
Johnson, Laura	Childhood Ed & Family Studies	\$2,445.00
Johnson, Stephen	Counseling, Leadership & Special Ed	\$2,445.00
Johnston, Glenda	Mathematics	\$3,028.00
Johnston, Kristina K.	Psychology	\$4,890.00
Jones, Elaine	Technology & Construction Management	\$3,300.00
Jones, Jennifer	English	\$4,896.00
Jones, Melissa	Communication Sciences & Disorders	\$2,445.00
Jones, Vanessa	Psychology	\$4,075.00
Kenneally, Maria S.	Nursing	\$513.00
Kent, Jennifer	School of Social Work	\$2,445.00
Kimura, Clyde	Kinesiology	\$2,793.00
Kincaid, Jennifer	Psychology	\$2,445.00
Kitchen, Jonathan	English	\$2,448.00
Kleinsasser, Steven	Communication Sciences & Disorders	\$2,445.00
Krakow, Jeffrey	English	\$2,448.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Lakin, Brenda	Counseling, Leadership & Special Ed	\$4,575.00

Academic Personnel Board Actions, cont'd.

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LaMair, Mark	Art & Design	\$4,896.00
Land, Andrea	Art & Design	\$6,324.00
Lee, Dane	Biomedical Sciences	\$4,800.00
Limcher, Jenny	Foreign Language Institute	\$2,450.00
Lineberry, Susan	Childhood Ed & Family Studies	\$2,445.00
Lines, Samuel	Art & Design	\$2,448.00
Liu, Fan	Foreign Language Institute	\$2,448.00
Locke, Shannon	Communication Sciences & Disorders	\$2,445.00
Lofaro, Brandi	Communication Sciences & Disorders	\$2,445.00
Loffler, Bob	Music	\$4,077.00
Long, Beverly	School of Social Work	\$2,445.00
Lord, Patrick	Psychology	\$5,490.00
Loudis, Anthony	Media, Journalism & Film	\$2,754.00
Loveland, James	Kinesiology	\$2,100.00
Maas, Richard	Physical Therapy	\$1,830.00
Maimone, Luciane	Modern & Classical Languages	\$2,448.00
Mallahan, Carly	Music	\$2,295.00
Maloney, J. Jeff	Psychology	\$4,008.00
Manley, Heather	Psychology	\$2,445.00
Mann, Natalya	Foreign Language Institute	\$5,408.00
Markusic, James A.	Psychology	\$5,490.00
Marlin, Wenonah	Agriculture	\$700.00
Massey, Dallas	Biomedical Sciences	\$1,500.00
Mattix, Lora	English	\$2,448.00
Mattson, Curtis	Psychology	\$2,745.00
Mattson, JoAnn	First-Year Programs	\$1,200.00
McCleave, Cheryl	Geography, Geology & Planning	\$5,148.00
McClure, Scott	Management	\$3,300.00
McCracken, Ramey	English	\$4,896.00
McElmurry, Robert	English	\$7,344.00
McIntire, Carolyn	Childhood Ed & Family Studies	\$2,445.00
McNew, Sarah A.	Psychology	\$5,490.00
McRae, Jennifer	Sports Medicine & Athletic Training	\$2,400.00
Mehrhoff, Farida	Biomedical Sciences	\$5,400.00
Michelfelder, Breanna	Geography, Geology & Planning	\$4,848.00
Milam, Jennifer	Childhood Ed & Family Studies	\$2,745.00
Miller, Arden T.	Psychology	\$5,793.00
Miller, Duane	Management	\$3,000.00
Miller, Myra	Management	\$6,600.00
Mitchell, Molinda	English	\$2,448.00
Moon, Natalie	Mathematics	\$2,828.00

Academic Personnel Board Actions, cont'd.

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Moore, Bailey	English	\$4,896.00
Moore, Cynthia	Art & Design	\$6,324.00
Moore, Dale	Communication	\$2,754.00
Mrad, David F.	Psychology	\$2,745.00
Munoz, Leigh	Music	\$1,530.00
Munson, Derek	Theatre & Dance	\$4,290.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$2,445.00
Murray, Kathleen	Music	\$4,590.00
Niekamp, Melissa D.	Nursing	\$4,210.00
Nivens, Jesse	Art & Design	\$4,896.00
Norton, Jennifer	Hospitality & Restaurant Administration	\$3,000.00
Nye, Kimberly	Counseling, Leadership & Special Ed	\$1,630.00
Oberdiar, Louis L.	Psychology	\$1,630.00
Olsen, Reed N.	Nursing	\$330.00
Osredker, Michael	Finance & General Business	\$3,000.00
Padgett, Lori	Agriculture	\$3,200.00
	First-Year Programs	\$9,600.00
Page, Cheryl	Communication Sciences & Disorders	\$2,445.00
Palmer, Abigail R.	Finance & General Business	\$3,000.00
Parker, Lane	Technology & Construction Management	\$3,300.00
Patterson, Kathryn	Nursing	\$403.00
Pearce, Amy	Biomedical Sciences	\$3,360.00
Pearson, Miles	Sociology & Anthropology	\$4,896.00
Peters, Eugenia	Art & Design	\$2,448.00
Peterson, Don	Kinesiology	\$798.00
Piland, Deborah	Biomedical Sciences	\$1,800.00
Piland, Sherry	Art & Design	\$3,162.00
Pitt, Lisa	Childhood Ed & Family Studies	\$4,890.00
Pleshka, Anton	Art & Design	\$4,896.00
Price, Debra	Childhood Ed & Family Studies	\$2,445.00
Qualls, Lisa	Music	\$4,896.00
Queen, Janice	Art & Design	\$2,448.00
Quigg, Anna	Psychology	\$2,745.00
Quigley, Roger	Mathematics	\$2,574.00
Quinn, Dory	School of Social Work	\$2,445.00
Quirk, Brady	Counseling, Leadership & Special Ed	\$2,445.00
Rakowski, Karen	Sports Medicine & Athletic Training	\$3,200.00
Range, Brett	Counseling, Leadership & Special Ed	\$5,490.00
Rapp, Kelly E.	Psychology	\$5,490.00
Rathbun, Susa	Childhood Ed & Family Studies	\$2,800.00
Raynor, James	Sports Medicine & Athletic Training	\$1,500.00

Academic Personnel Board Actions, cont'd.

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Raynor, James	Sports Medicine & Athletic Training	\$2,250.00
Renth, Erik	English	\$2,448.00
Riegler, Laura	Theatre & Dance	\$2,448.00
Robbins, Linda	Counseling, Leadership & Special Ed	\$5,190.00
Roggensees, David	History	\$2,448.00
Rosen O'Neal, Meganne	Art & Design	\$2,754.00
Rossetti, Anthony	Counseling, Leadership & Special Ed	\$2,745.00
Roth, Daniel	Physical Therapy	\$2,000.00
Ruggiero, Giulianella	Foreign Language Institute	\$6,944.00
Ruiz-Limon, Estevan	Psychology	\$5,490.00
Russell, Maida F	Mathematics	\$3,028.00
Russell, Timothy	Agriculture	\$1,800.00
Rutherford, James	Art & Design	\$2,448.00
Sachse, Angela	Fashion & Interior Design	\$3,000.00
Salchow, Jason	Agriculture	\$4,200.00
Salloum, Georget	Foreign Language Institute	\$2,348.00
Savage, Jennifer	Communication Sciences & Disorders	\$2,445.00
Schmitt, Vicki	Reading, Foundations & Technology	\$2,400.00
Schryack, Tim	Nursing	\$3,000.00
Scott, Vicki	Music	\$1,632.00
Seal, Stephen	Reading, Foundations & Technology	\$2,445.00
Senter, Pamela	Art & Design	\$6,324.00
Shay, Rachel	Modern & Classical Languages	\$2,448.00
Sheets-McKaeg, Sarah	Art & Design	\$4,896.00
Sherman, Dana	Master of Public Health	\$2,445.00
Shook, Ryan	Chemistry	\$6,360.00
Shriver, Jayson	Agriculture	\$3,750.00
Simpson, Aaron	Chemistry	\$4,848.00
Simpson, Teresa	Theatre & Dance	\$1,632.00
Slattery, Dianne	Technology & Construction Management	\$6,099.00
Sly, James S.	Mathematics	\$9,084.00
	Psychology	\$4,890.00
Smith, Christopher	Sociology & Anthropology	\$4,896.00
Smith, Emmalea	History	\$4,896.00
Smith, Lucretia J.	Nursing	\$385.00
Smith, Sean	Technology & Construction Management	\$3,000.00
Speckman, Cynthia	Communication	\$2,448.00
St. Pierre, Laurine	Music	\$6,120.00
Stacy, William	Music	\$2,295.00
Starnes, David L	Theatre & Dance	\$4,290.00
Steinmetz, Micheala	Biomedical Sciences	\$5,400.00

Academic Personnel Board Actions, cont'd.

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Stewart, Kim	Psychology	\$2,445.00
Stockburger, David	Psychology	\$4,789.00
Stoessner, Jennifer	Theatre & Dance	\$8,262.00
Stotsbery, Lawrence	Music	\$3,060.00
Stowe, Leah	English	\$2,448.00
Stratmann, Henry G.	Physics, Astronomy & Mat Science	\$1,400.00
Strickler, John	Music	\$3,096.00
Stubbs, Sue	Music	\$3,264.00
Stulce, Brad	Kinesiology	\$2,331.00
Stulce, Tara	Biomedical Sciences	\$6,000.00
Sutliff, Jackson	English	\$4,896.00
Taylor, Amanda	Music	\$7,137.45
Thomas, Michael	Kinesiology	\$4,000.00
Thomlinson, Richard	Counseling, Leadership & Special Ed	\$2,745.00
Tintocalis, Stacy	English	\$5,508.00
Tomlinson, Lena	Counseling, Leadership & Special Ed	\$2,445.00
Toomey, Angela	School of Social Work	\$2,445.00
Trapp, Jeremiah	School of Social Work	\$2,445.00
Trobisch, Stephen	Modern & Classical Languages	\$5,508.00
Tucker, Timothy	Childhood Ed & Family Studies	\$2,445.00
Turner, Mary C.	School of Social Work	\$2,445.00
Turpin, Barbara	Psychology	\$4,206.00
Tyson, Garrett	Political Science	\$2,400.00
Uder, Jenna	Reading, Foundations & Technology	\$2,445.00
Uribe-Zarain, Ximena	Reading, Foundations & Technology	\$2,745.00
Utley, Rose A.	Nursing	\$477.00
Viele, Brian	Geography, Geology & Planning	\$6,864.00
Walker, Kristen	Music	\$4,290.00
Wall, Patrica	Counseling, Leadership & Special Ed	\$2,745.00
Wan, Stephanie	Psychology	\$2,745.00
Warren, Tana	Psychology	\$2,445.00
Wear, Sheila	Agriculture	\$1,900.00
Weiss, Janet	Physical Therapy	\$915.00
Wells, Jeffrey	Fashion & Interior Design	\$3,500.00
West, Ruth A.	School of Social Work	\$2,445.00
Whittaker, Lyle	Agriculture	\$2,400.00
Wideman, Whitney	Psychology	\$1,630.00
Williams, Nancy	Geography, Geology & Planning	\$2,574.00
Winfrey, Larry	Criminology & Criminal Justice	\$3,000.00
Wyrick, Thomas	Economics	\$5,657.00
Yoojin, Jo	Foreign Language Institute	\$5,196.00

Academic Personnel Board Actions, cont'd.

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York, Megan	School of Social Work	\$2,445.00
Young, Brett	English	\$11,016.00
Young, Emily	Art & Design	\$2,448.00
Zhou, QiongQiong	Biomedical Sciences	\$2,500.00

ADDENDUM B

The following have been appointed as Summer Faculty for the summer semester June 1, 2015 through July 31, 2015

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abidogun, Jamiane	Study Away	\$1,012.00
Adamson, Reesha	Counseling, Leadership & Special Ed	\$2,695.00
Altena, Thomas	Kinesiology	\$5,792.00
Asay, Nancy	Fashion & Interior Design	\$720.00
Baedke, Jesse	Biomedical Sciences	\$990.00
Bailey, Sandy	Fashion & Interior Design	\$2,880.00
Barton, Sheila	Modern & Classical Languages	\$2,448.00
Berg, Susan	Nursing	\$367.00
Berquist, Charlene	Study Away	\$6,127.00
Blades, Heather	Study Away	\$2,229.00
Bowe, Laura	Graduate College	\$1,850.00
Boyd, Carmen	Biomedical Sciences	\$770.00
Burton, Michael	Agriculture	\$480.00
Chapman, Carol	Music	\$250.00
Chesman, Jeremy	Music	\$2,035.00
Claborn, David	Defense & Strategic Studies	\$330.00
Colombo, Anne	Modern & Classical Languages	\$715.00
Corcoran, William	Geography, Geology & Planning	\$1,833.25
Cornelius-White, Jeffrey	Counseling, Leadership & Special Ed	\$880.00
Crain, Susan	Finance & General Business	\$9,700.00
Daehn, Ann-Marie	Music	\$250.00
Dollar, Susan	School of Social Work	\$1,045.00
Dudash-Buskirk, Elizabeth	Communication	\$2,400.00
Engler, Karen	Communication Sciences & Disorders	\$220.00
Finch, Kim	Counseling, Leadership & Special Ed	\$192.00
Garg, Vinay	Management	\$9,500.00
Garland, Brett	Criminology & Criminal Justice	\$14,072.00
Gebken, Richard	Technology & Construction Management	\$9,500.00
Goerndt, Michael	Agriculture	\$120.00
Granger, Michele	Management	\$3,300.00
Greene, Janice	Study Away	\$1,921.00
Haggard, Kelly	Finance & General Business	\$1,595.00
Hatch, Jerry	Study Away	\$4,406.00
Haynes, Vickie	Study Away	\$2,425.00
Hays, David	Music	\$750.00

Academic Personnel Board Actions, cont'd.

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Henry, Kristina	Biomedical Sciences	\$2,805.00
Hopper, Tina	Biology	\$935.00
Hutter, James	Agriculture	\$240.00
Johnston, Ahren	Marketing	\$9,500.00
Jones, Jeffrey	Finance & General Business	\$9,700.00
Karuppan, Corinne	Management	\$3,685.00
Koch, Susan	Defense & Strategic Studies	\$800.00
Krumme, Gregg	Biomedical Sciences	\$2,860.00
Kwon, Sockju	Biomedical Sciences	\$880.00
Lombilla, Luis	Study Away	\$2,949.00
Lutz, David	Psychology	\$4,231.00
Maier, Melissa	Communication	\$2,400.00
Masterson, Gerald	Kinesiology	\$14,042.00
Mitchell, David	Economics	\$7,533.00
	Study Away	\$6,013.00
Muchnick, Amy	Music	\$750.00
	Study Away	\$5,305.00
Murray, Michael	Music	\$750.00
Nelson, Walt	Finance & General Business	\$2,090.00
Nygren, McKenzie	Agriculture	\$720.00
Onyango, Benjamin	Agriculture	\$240.00
Pace, Glenn	Management	\$9,700.00
Patterson, Paula	Music	\$250.00
Patton, Marciann	Fashion & Interior Design	\$2,280.00
	Study Away	\$3,501.00
Payne, Todd	Music	\$250.00
Pearce, Amy	Biomedical Sciences	\$2,713.00
Pearson, Annie	Agriculture	\$120.00
Philpot, James	Finance & General Business	\$2,200.00
Qiu, Wenping	Agriculture	\$180.00
Rector, Paula	Criminology & Criminal Justice	\$330.00
Remley, Melissa	Agriculture	\$660.00
Rimal, Arbindra	Agriculture	\$12,691.00
Rivera-Cruz, Berenice	Biomedical Sciences	\$990.00
Robbins, Linda	Counseling, Leadership & Special Ed	\$3,465.00
Roberts, Jenifer	Fashion & Interior Design	\$8,300.00
Rost, Ann	Psychology	\$4,380.00
Schroder, Gwen	Finance & General Business	\$1,705.00
Scott, James	Finance & General Business	\$1,870.00
Scott, Shari	Counseling, Leadership & Special Ed	\$1,650.00
Scroggins, Wesley	Management	\$1,705.00

Academic Personnel Board Actions, cont'd.

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Shepard, Jason	Study Away	\$2,131.00
Shermer, Aundrayah	Counseling, Leadership & Special Ed	\$1,595.00
Sims, Brian	Counseling, Leadership & Special Ed	\$550.00
Smith, Cara	Study Away	\$3,311.00
Starr, Cathy	Fashion & Interior Design	\$1,920.00
Trewatha, Pamela	Agriculture	\$240.00
Walker, Alicia	Sociology & Anthropology	\$3,000.00
Walker, Elizabeth	Agriculture	\$180.00
Wallenburg, Roger	Finance & General Business	\$900.00
Walstrand, Gwen	Study Away	\$4,675.00
Watson, Robert	Counseling, Leadership & Special Ed	\$522.00
Webb, Gary	Agriculture	\$240.00
Willis, Steve	Study Away	\$3,285.00
Worman, Frederick	Study Away	\$6,013.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$1,155.00
Yu, Hae Min	Childhood Ed & Family Studies	\$3,000.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Amidon, Ethan	Criminology & Criminal Justice	\$1,981.00
Anderson, Wayne	Finance & General Business	\$2,537.00
Barnes, Ruth	Study Away	\$1,516.00
Barnett, Cynthia	First-Year Programs	\$2,400.00
Bass, Samuel	School of Accountancy	\$3,300.00
Baumann, Denise	Counseling, Leadership & Special Ed	\$2,745.00
Bellis, Jim	First-Year Programs	\$2,400.00
Bodenhausen, Brad	International Programs	\$9,700.00
Boon, Austin	First-Year Programs	\$2,400.00
Bowles, Christina	First-Year Programs	\$2,400.00
Boyle, Michael	Honors College	\$2,400.00
Buchananan, Erin	Honors College	\$2,800.00
Bunton, Molly	First-Year Programs	\$4,800.00
Burton, Richard	Computer Information Systems	\$3,000.00
Bushman, Barbara	Kinesiology	\$4,432.00
Byrd, Sandra	Accountancy	\$11,521.00
Camp, Deanne	Reading, Foundations & Technology	\$2,745.00
Caravella, David	Kinesiology	\$2,301.00
Carson, Edward	First-Year Programs	\$2,400.00
Chang, Ching-Wen	Reading, Foundations & Technology	\$1,830.00
Chaston, Joel	English	\$5,411.33
Cornelius-white, Cecily	First-Year Programs	\$4,800.00
Cornelius-White, Jeffrey	First-Year Programs	\$3,200.00
Cox, Nora	Communication	\$3,068.00
	First-Year Programs	\$2,400.00
Crain, Susan	Finance & General Business	\$2,400.00
Culver, Victoria	First-Year Programs	\$2,400.00
Cunningham, Denise	Childhood Ed & Family Studies	\$2,400.00
Dalton, Tracey	First-Year Programs	\$2,400.00
DeAzeredo Moura, Isabel	Foreign Language Institute	\$2,148.00
Decker, James	First-Year Programs	\$2,400.00
DePriest, Christopher	Theatre & Dance	\$2,882.00
Derricks, Shannon	Sports Medicine & Athletic Training	\$3,900.00
Dicke, Tom	First-Year Programs	\$3,200.00
Dillon, Randy	First-Year Programs	\$3,200.00
Dyer, Samuel	Honors College	\$2,800.00

Academic Personnel Board Actions, cont'd.

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Easter, Lauren	First-Year Programs	\$2,400.00
Eisenhauer, Isabel	First-Year Programs	\$2,400.00
Euglow, Todd	First-Year Programs	\$2,400.00
Federman, Elizabeth	Master of Public Health	\$3,390.00
Follensbee, Billie	Art & Design	\$3,560.26
Foster, Kurtis	Foreign Language Institute	\$2,448.00
Francka, Samantha	First-Year Programs	\$2,400.00
Franklin, Clay	First-Year Programs	\$2,800.00
Franklin, Thomas	Communication Sciences & Disorders	\$5,371.00
Frizell, Michael	English	\$2,754.00
	First-Year Programs	\$2,400.00
	Theatre & Dance	\$1,430.00
Gale, Crystal	First-Year Programs	\$5,600.00
Garland, Brett	Criminology & Criminal Justice	\$1,976.00
Garland, Diana	First-Year Programs	\$2,400.00
Garman, Stephen	First-Year Programs	\$2,400.00
Gartin, Pat	Criminology & Criminal Justice	\$3,735.00
Grosso, Karen	First-Year Programs	\$2,400.00
Haggard, Kelly	Finance & General Business	\$9,700.00
Hammond, Michael	Accountancy	\$16,838.00
Hass, Aida	Criminology & Criminal Justice	\$2,584.00
Hermans, Charles	Marketing	\$9,500.00
High, Brian	First-Year Programs	\$2,400.00
Hill, Julie	First-Year Programs	\$2,400.00
Hoeleyfield, Dominiece	First-Year Programs	\$2,400.00
Hopper, Tina	Biology	\$4,500.00
Hughes, Joseph	Modern & Classical Languages	\$500.00
Hughes, Kevin	Art & Design	\$4,247.00
Jessee, Katy	Fashion & Interior Design	\$1,000.00
Johns, Justin	School of Social Work	\$2,445.00
Johnson, Alex	First-Year Programs	\$2,400.00
Johnson, David E.A.	Political Science	\$1,568.00
Jones, A'dja	First-Year Programs	\$2,400.00
Kaula, Rajeev	Computer Information Systems	\$9,700.00
Kenneally, Maria S.	Nursing	\$3,840.00
Killian, Audrianna	First-Year Programs	\$2,400.00
Klie, Hunter	Foreign Language Institute	\$2,148.00
Kyle, Jerri Lynn	First-Year Programs	\$4,800.00
Lane, Thomas	Counseling, Leadership & Special Ed	\$2,745.00
Liu, Dandan	Foreign Language Institute	\$2,448.00
Lopez, Joyce E.	Management	\$3,077.00

Academic Personnel Board Actions, cont'd.

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Mantie-Kozlowski, Alana	First-Year Programs	\$2,400.00
Martin, Galen	First-Year Programs	\$2,400.00
Martindale, Susan	First-Year Programs	\$2,400.00
Mattson, JoAnn	First-Year Programs	\$1,200.00
Mendez, Joanna	First-Year Programs	\$2,400.00
Meraz, Juan	First-Year Programs	\$2,400.00
Meyerk, James	Childhood Ed & Family Studies	\$500.00
Moody, Bretticca	First-Year Programs	\$2,400.00
Moore, Rob	First-Year Programs	\$2,400.00
Murray, Michael	Honors College	\$3,200.00
Nordyke, Katherine	Psychology	\$5,250.00
Olson, Stevan	Accountancy	\$14,907.00
Oswalt, Mary Jill	Communication Sciences & Disorders	\$5,203.00
Pace, Glenn	Management	\$3,526.00
Parker, Richard	Marketing	\$9,500.00
Parnell, Patrick	First-Year Programs	\$2,400.00
Patterson, Kathryn	Nursing	\$3,840.00
Patterson, Paula	First-Year Programs	\$5,600.00
Paxton, Mark	First-Year Programs	\$3,200.00
Peterson, Dane	Marketing	\$19,200.00
Porter, Joshua	First-Year Programs	\$2,400.00
Price, Melissa	First-Year Programs	\$2,400.00
Proctor, Lisa	Communication Sciences & Disorders	\$6,434.00
	Study Away	\$3,941.00
Pursley, Jennifer	Mathematics	\$648.00
Purvis, Andrew	First-Year Programs	\$4,800.00
Rabon, John	Economics	\$3,321.00
Reed, Jerilyn	First-Year Programs	\$2,400.00
Reed, Ryan	First-Year Programs	\$2,400.00
Remley, Melissa	First-Year Programs	\$2,400.00
Reynolds, Kristie	First-Year Programs	\$2,400.00
Rice, Stacy	English	\$2,448.00
Richards, Dave	First-Year Programs	\$5,600.00
Richter, Mark	First-Year Programs	\$6,400.00
	Honors College	\$3,200.00
Robertson, Jessica	First-Year Programs	\$2,400.00
Rothschild, Philip	Management	\$2,333.00
Ryan, Ashley	First-Year Programs	\$2,400.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,033.00
Scott, James	Finance & General Business	\$9,700.00
Scroggins, Wesley	Management	\$9,500.00

Academic Personnel Board Actions, cont'd.

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Sexton, Randall	Computer Information Systems	\$9,500.00
Shand-Hawkins, Carolyn	Mathematics	\$2,400.00
Simmers, Christina	Marketing	\$9,700.00
Smith, Joshua	Honors College	\$2,800.00
Stagner, Kimberly	First-Year Programs	\$2,400.00
Stalnaker, Jo Lynn	Computer Information Systems	\$3,000.00
Stout, Tracy	First-Year Programs	\$5,600.00
Sutliff, Kristene	English	\$2,700.00
	First-Year Programs	\$3,200.00
Suttmoeller, Michael	Criminology & Criminal Justice	\$2,871.00
Talley, Jonathan	First-Year Programs	\$2,400.00
Templeton, Kelly Mark	Theatre & Dance	\$2,601.00
Turner, John	First-Year Programs	\$2,400.00
Turner, Valerie	English	\$2,550.00
Van Landuyt, Cathy	First-Year Programs	\$2,400.00
Wait, D. Alexander	Honors College	\$3,200.00
Walker, Dwayne	School of Social Work	\$2,445.00
Wallace, J. Dane	First-Year Programs	\$2,400.00
Weber, Andrea	First-Year Programs	\$2,400.00
Weber, Terry	First-Year Programs	\$2,400.00
White, Timothy	Media, Journalism & Film	\$4,449.00
Willis, Steve	Art & Design	\$6,359.32
Wilson, TaJuan	First-Year Programs	\$2,400.00
Wingo, Hannah	First-Year Programs	\$2,400.00
Witte, Hough	Finance & General Business	\$9,700.00
Woodard, Rebecca	Kinesiology	\$3,430.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$2,319.00
Young-Jones, Adena	Psychology	\$2,400.00
Zhang, Ying	Finance & General Business	\$9,500.00
Ziegler, Raeleen	First-Year Programs	\$2,400.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the fall semester August 10, 2015 through December 11, 2015

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adelani, Abebola	Chemistry	\$4,041.00
Afrin, Taiaba	Biology	\$4,040.96
Bonitz, Desiree Leticia	Music	\$4,300.00
Giboney, Rebecca	Geography, Geology & Planning	\$4,300.00
Gilliam, Brianna C	Music	\$4,300.00
Hobbs, Abigail A	Music	\$4,300.00
Nwachukwu, Chideraa	Chemistry	\$3,574.70
Wilson, Zachary	Chemistry	\$4,300.00
Witt, Jennifer	Geography, Geology & Planning	\$4,300.00

The following have been appointed as Graduate Teaching Assistants for the Academic year August 10, 2015 through May 13, 2016

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abulibdeh, Amaal A.F	Biomedical Sciences	\$8,600.00
Adams, Emily Kay	English	\$8,600.00
Agarwala, Neva	Physics, Astronomy & Mat Sciences	\$10,464.00
Alphonse, Elizabeth Ann	English	\$8,600.00
Arnold, Joseph A	Geography, Geology and Planning	\$8,600.00
Auner, Kathryn Jean	English	\$8,600.00
Baker, Kelly A	English	\$8,600.00
Ball, Simon	Biomedical Sciences	\$8,600.00
Balzam, Roni	Chemistry	\$10,464.00
Banh, Bryan T	Biology	\$10,464.00
Battles, Jennifer	Psychology	\$8,600.00
Bekas, Christopher Todd	Chemistry	\$10,464.00
Belew, Terry A	English	\$8,600.00
Berkovich, Anastasia M	English	\$8,600.00
Biel, Stephanie E	Biomedical Sciences	\$8,600.00
Blank, Marshal A	Biology	\$8,600.00
Boone, Slayton Early	First Year Programs	\$10,464.00
Brown, Megan E	Biology	\$8,600.00
Budd, Emily S	Art & Design	\$8,600.00
Burt, Zachary J	Kinesiology	\$10,464.00
Carr, Vanna	Geography, Geology and Planning	\$8,600.00

Academic Personnel Board Actions, cont'd.

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Cedergren, Anne	English Language Institute	\$8,600.00
Collins, Jennifer N	English	\$8,600.00
Copeland, Jennifer M	Biomedical Sciences	\$8,600.00
Cova, Audrey A	Kinesiology	\$8,600.00
Crabtree, Christopher	English	\$8,600.00
Crespo Martini, Luisa Elena	Modern & Classical Languages	\$8,600.00
Dalbom, Kaylyn Jean	Agriculture	\$10,464.00
DeMent, Julie Elizabeth	English	\$8,600.00
Deskin, Zachary T	Mathematics	\$10,464.00
Dillinger, Colten Z	Biomedical Sciences	\$8,600.00
Dillstrom, Joseph	Mathematics	\$10,464.00
Dong, Shun	Mathematics	\$8,600.00
Dossett, Elizabeth Anne	English	\$8,600.00
Douglas, Riker David	Mathematics	\$10,464.00
Easley, Zachary K	Mathematics	\$10,465.00
Eichholz, Chelsea M	Media Journalism & Film	\$8,600.00
Ellis, Matthew A	Chemistry	\$10,646.00
Ellison, Stephanie Anne	Biology	\$8,600.00
Farag, Islam Medhat Abdelaziz	Modern & Classical Languages	\$10,464.00
Feher, Sean Francis	Biomedical Sciences	\$8,600.00
Fleetwood, Gabriel Q	Music	\$8,600.00
Foster, Sarah Katherine	Biology	\$10,464.00
Fredrickson, Samantha Jean	Biology	\$8,600.00
Garanito, Yuri Correa	First Year Programs	\$10,464.00
Gardner, Kenneth L	English	\$8,600.00
Gerasimchuk-Djordjevic, Maria N	Art & Design	\$8,600.00
Giboney, Rebecca J	Geography, Geology and Planning	\$8,600.00
Glaser, Jant M	Communication	\$8,600.00
Gonzalez, Alexis A	English Language Institute	\$8,600.00
Graves, Benjamin	Psychology	\$8,600.00
Grothoff, Kurtis L	English Language Institute	\$8,600.00
Grzybowski, Kevin M	English	\$8,600.00
Guison, Whitney Rose	Communication	\$8,600.00
Harmon, Joshua R	Biology	\$10,464.00
Harris, Zachary	Biology	\$8,600.00
Hayes, Anna Grace	English	\$8,600.00
Heimbach, Sarah E	Biology	\$8,600.00
Henderson, Kaylee N	English	\$8,600.00
Hill, Ralph Joseph	Geography, Geology and Planning	\$8,600.00
Hossain, Mohammad Delower	Physics, Astronomy & Mat Sciences	\$10,464.00
Hubble, Ryan M	English	\$8,600.00

Academic Personnel Board Actions, cont'd.

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Huggins, David Bower	Chemistry	\$10,464.00
Hurd, Elgie D	Kinesiology	\$8,600.00
Jones, Sharon K	English	\$8,600.00
Kern, Morgan Ashley	Biology	\$8,600.00
King, Aaron M	Music	\$8,600.00
King, William Allen	Music	\$8,600.00
Kohlhepp, Kristen Lee	Biology	\$10,464.00
Li, Dongda	Mathematics	\$8,600.00
Lowrey, Jennifer G	English Language Institute	\$8,600.00
Loyd, Kendell R	Biology	\$8,600.00
Maag, Dylan W	Biology	\$8,600.00
Mamun, Md Abdullah-Al	Physics, Astronomy & Mat Sciences	\$10,464.00
Masner, William E	Geography, Geology and Planning	\$8,600.00
Mauk, James Thomas	Music	\$8,600.00
Maynard, Bryce H	Biology	\$10,464.00
McCaughey, Morgan C	English	\$8,600.00
McClain, David Bernard	Geography, Geology and Planning	\$8,600.00
Miller, Blake A	Communication	\$8,600.00
Minhaj, Tamzid Ibn	Physics, Astronomy & Mat Sciences	\$10,464.00
Mitchell, Ryan T	Kinesiology	\$8,600.00
Moldovan, Jennifer M	Agriculture	\$8,600.00
Moncherry, Merica	Kinesiology	\$8,600.00
Monroe, Rachel	Psychology	\$8,600.00
Mundt, Nicholas A	Chemistry	\$10,464.00
Ndjana, Serge	Mathematics	\$8,600.00
Nelli, Apoorva	Biomedical Sciences	\$8,600.00
Ngo, Thu T M	Biomedical Sciences	\$8,600.00
Nickols, Nickolas J	Communication	\$8,600.00
Norris, James Franklin	Biomedical Sciences	\$8,600.00
O'Hara, Cassandra R	Agriculture	\$10,464.00
Opalade, Adedamola A	Chemistry	\$10,464.00
Owen, Melanie A	Communication	\$8,600.00
Owensby, Christina J	Biomedical Sciences	\$8,600.00
Paul, Bithi	Physics, Astronomy & Mat Sciences	\$10,464.00
Payton, Zachary J	Mathematics	\$8,600.00
Pelton, Anthony T	Physics, Astronomy & Mat Sciences	\$10,464.00
Peters, Blaire E	Kinesiology	\$10,464.00
Potter, Kaleigh Marie	Agriculture	\$8,600.00
Priestes, Hailey A	Nursing	\$8,600.00
Puppala, Krishna Harsha	Physics, Astronomy & Mat Sciences	\$10,464.00
Reaz, Mahmud	Physics, Astronomy & Mat Sciences	\$10,464.00

Academic Personnel Board Actions, cont'd.

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Rentz, Shannon Porter	Geography, Geology and Planning	\$8,600.00
Reynolds, Todd W	Art & Design	\$8,600.00
Rose, Michael	Media Journalism & Film	\$8,600.00
Roughton, Sarah	Chemistry	\$10,464.00
Saimani, Uma	Biology	\$8,600.00
Schoeben, Melissa A	Biology	\$10,464.00
Sha, Dexuan	Geography, Geology and Planning	\$8,600.00
Shank, Shyla	Media Journalism & Film	\$8,600.00
Sharmin, Farzana	Political Science	\$8,395.23
Sherwood, Cassandra Elise	Communication	\$8,600.00
Simanjuntak, Paul	Physics, Astronomy & Mat Science	\$10,152.57
Sitzes, Sierra F	English	\$8,600.00
Smith, Matthew Dale	Geography, Geology and Planning	\$10,464.00
Smith, Taylor	Psychology	\$8,600.00
Soden, Daniel R	Physics, Astronomy & Mat Sciences	\$10,464.00
Spivey, Kari Lynn	Biology	\$10,464.00
Spoering, Grant Russell	Geography, Geology and Planning	\$8,600.00
Stanley, Angela G	English	\$8,600.00
Starnes, Kara L	Communication	\$8,600.00
Stewart, Matthew Ryan	English	\$8,600.00
Tipton, Jacob	Psychology	\$8,600.00
Tripi, Anna M	Mathematics	\$8,600.00
Webster, Alexandra A	English	\$8,600.00
Weedman, Nichole Renee	Geography, Geology and Planning	\$8,600.00
Weichert, Wesley Donald	Geography, Geology and Planning	\$8,600.00
Wentling, Tristen K	Mathematics	\$10,464.00
Williams, Kirby L	Psychology	\$8,600.00
Willis, David D.	Psychology	\$8,600.00
Wilson, Leah Mae	Psychology	\$8,600.00
Womer, Brenna E	English	\$8,600.00
Wood, Eric D	Geography, Geology and Planning	\$8,600.00
Woodman, Sara	Biology	\$8,600.00

MISSOURI STATE UNIVERSITY

III.E.2.

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>
Betty A. Strmiska	Administrative Assistant II Counseling Center	12	\$27,040 annually	07/13/15
Danielle Newcomb	Accountant Financial Services	42	\$36,000 annually	07/20/15
Laura Thomas	Accountant Financial Services	42	\$36,000 annually	07/20/15
Kunti Bentley	Program Coordinator Missouri Campus Compact (75% FTE)	42	\$31,367 annually	07/21/15
Siobhan R. Byrne	Coordinator of Residence Life- Apartment Living Residence Life, Housing & Dining Services	43	\$43,500 annually	07/21/15
Tracy L. Gross	Professional Developer Southwest Regional Professional Development Center	45	\$45,000 annually	07/27/15
Matt B. McDonough	Assistant Director of Athletics Development Athletics Development	42	\$35,000 annually	07/30/15
Jill Patterson	Title IX Coordinator Office of the President	47	\$82,000 annually	08/01/15
Lindsey Arnold Seevers	Community Engagement & External Support Coordinator-Libraries Library	42	\$41,800 annually	08/03/15

Non-academic Personnel Board Actions, cont'd.

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Juan D. Cabrera	English Language Institute Program Outreach Coordinator English Language Institute	43	\$33,598 annually	08/03/15
Carol A. Cozort	Professional Developer Southwest Regional Professional Development Center	45	\$45,000 annually	08/03/15
Karen D. Eisman	Academic Administrative Assistant II Computer Information Systems	12	\$26,312 annually	08/03/15
Liban George	India Operations Specialist International Programs	42	\$35,000 annually	08/03/15
Peggy Kahre	Residence Hall Receptionist Residence Life, Housing & Dining Services	10	\$21,424 annually	08/03/15
Hunter D. Klie	Sponsored Programs Coordinator International Leadership & Training Center	42	\$35,000 annually	08/03/15
Erin Leonard	Sponsored Programs Coordinator International Programs	42	\$35,000 annually	08/03/15
Michelle D. McDonald	Admission Evaluator Office of Admissions	13	\$28,746 annually	08/03/15
Emily Norris	Instructional Design & Educational Specialist, Abstinence Education Program School of Social Work	42	\$41,818 annually	08/03/15
Margaret Osler	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	10	\$19,968 annually	08/03/15
Teodora H. Vaneva	Systems Analyst Computer Services	35	\$51,542 annually	08/03/15

Non-academic Personnel Board Actions, cont'd.

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Katie A. Colip	Interim Coordinator-Success Initiatives Residence Life, Housing & Dining Services	43	\$35,000 annually	08/10/15
Tyler Cordell	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	10	\$19,968 annually	08/10/15
Sharon Harter	Residence Hall Receptionist Residence Life, Housing & Dining Services	10	\$21,424 annually	08/10/15
Jeff D. Hoener	IT Support Administrator Computer Services	34	\$44,811 annually	08/12/15
Tabitha Henderson	Academic Administrative Assistant II Management	12	\$26,208 annually	08/17/15
Shamika Kentish	Assistant AD for Compliance Athletics Compliance	43	\$46,000 annually	08/17/15
Kaleb Daws	Athletics Stores Specialist Intercollegiate Athletics	21	\$26,312 annually	08/24/15
Daniel Fox	Assistant Director-Facilities & Operations Plaster Student Union	42	\$35,000 annually	08/24/15
Mary G. Phillips	Special Event Coordinator & Marketing Assistant College of Business	42	\$40,000 annually	08/24/15
Kristina K. Rosewell	Administrative Assistant II Career Center	12	\$26,624 annually	08/25/15
Sean A. Lewis	Public Safety Officer Safety & Transportation	24	\$25,204 annually	08/31/15

Non-academic Personnel Board Actions, cont'd.

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John Hall	Academic Advisor/Marketing, Recruitment & Retention Specialist For Nontraditional Students Outreach	42	\$37,928 annually	09/01/15
Abigail Lacy	Corporate Support Representative & Special Event Assistant Broadcast Services	42	\$23,660 annually	09/01/15
Channing Lawson	Assistant Director of Alumni Activities Alumni Relations	42	\$37,000 annually	09/01/15
Rhonda L. Lesley	Director Counseling Center	47	\$78,000 annually	09/01/15
DeVonna Rains	Academic Administrative Assistant II Music	12	\$26,208 annually	09/08/15
Samantha Morrow	Costume Shop Manager/Draper Theatre & Dance	42	\$33,280 annually	09/09/15
Anyta M. Cavitt	Academic Advisor-West Plains Education Advisement-West Plains	42	\$32,000 annually	09/14/15
Corey R. Tracy	Media Systems Technician Faculty Center for Teaching & Learning	32	\$35,850 annually	09/14/15
Nakia S. Deever	Custodian I Custodial Services	21	\$20,155 annually	09/16/15
Amber M. McBride	Academic Administrative Assistant I Nursing	11	\$23,504 annually	09/16/15
Carrie A. Myers	Custodian I Custodial Services	21	\$20,155 annually	09/24/15

Garry Campbell	Custodian I Custodial Services	21	\$20,155 annually	09/28/15
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RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Austin Schilling	Assistant Director of Athletics Development Athletics Development	04/30/15
Sandra Bales	Clinic Assistant Communication Sciences & Disorders	07/21/15
Tammy Stanton	Administrative Assistant II Music	07/22/15
Jim R. Winslow	Regional Admission Counselor-Diversity Outreach & Recruitment Office of Admissions	07/22/15
Ryan Spilken	Technical Trainer Computer Services	07/29/15
Angela J. Catron	Residence Hall Receptionist Residence Life, Housing & Dining Services	07/31/15
Jasmine Robinson	Administrative Assistant I Residence Life, Housing & Dining Services	07/31/15
Colin Greaser	Athletics Equipment Stores Specialist Intercollegiate Athletics	08/05/15
Marcus T. Ozbun	Academic Advisor-Athletics Intercollegiate Athletics	08/14/15
Matthew Brown	Public Safety Officer Safety & Transportation	08/15/15
Joshua Matlack	English Language Institute Instruction Specialist English Language Institute	08/15/15
Priscilla Ayala	Admission Counselor-Diversity Outreach & Recruitment Office of Admissions	08/28/15

Non-academic Personnel Board Actions, cont'd.

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Katie McMahon	Costume Shop Manager/Draper Theatre & Dance	08/28/15
Elizabeth D. Bowles	Research Specialist II Biology	08/31/15
Geoffrey Green	Membership Coordinator-Radio & TV Broadcast Services	09/04/15
Mollie B. Gagnon	Coordinator Office of the Registrar	09/09/15
John E. Fenske	Programmer Analyst Computer Services	09/11/15
William Spencer	Information Security Officer Computer Services	09/14/15
Brenda J. Burrell	Systems Analyst Computer Services	09/25/15
Karen H. Ash	Assistant Director, Processing Financial Aid	09/30/15
Kevin J. Stevens	Assistant Registrar – Veteran Student Services Veteran Student Services	10/02/15

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ruby A. Pippenger	Material & Inventory Control Specialist Facilities Management	06/23/15
Randall R. Blackwood	Executive Director Athletics & Entertainment Juanita K. Hammons Hall for Performing Arts	06/30/15
Richard T. Murphy	Groundskeeper Grounds	07/31/15
Krista Bassen	University Facilities Analyst Administrative & Information Services	08/31/15

Non-academic Personnel Board Actions, cont'd.

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Wanda Sillyman	Postal Services Supervisor Postal Services	09/30/15
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Cynthia Caddy	Administrative Specialist II Educator Preparation Program	10/30/15
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SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
David Rodgers	Residence Life General Mechanic Facilities Management-Maintenance	06/26/15

Michael Ibach	Groundskeeper Grounds	07/22/15
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Claus Goritschnig	Public Safety Officer Safety & Transportation	07/30/15
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Brian C. Burton	Assistant Strength & Conditioning Coach Intercollegiate Athletics	07/31/15
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LAY-OFF

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Adam C. Beck	Equipment Lending Supervisor Faculty Center for Teaching & Learning	07/15/15

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Carla J. Coorts	Assistant to the Dean of the Graduate College Graduate College	07/20/15

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Randall R. Blackwood	From: Executive Director Athletics & Entertainment Juanita K. Hammons Hall For Performing Arts To: Staff Emeritus Juanita K. Hammons Hall For Performing Arts	Change of Status	07/01/15
Charles M. Seabolt	Associate Head Athletics Coach Intercollegiate Athletics From: \$40,000 annually To: \$29,361 annually	Salary Adjustment	07/01/15
Clifton M. Smart III	President Office of the President From: \$304,500 annually To: \$309,981 annually	Salary Adjustment	07/01/15
Kent D. Thomas	Assistant VP International Programs International Programs GR 48, \$98,161 annually (\$3000 supplemental monthly)	Continuation of Appointment	07/01/15
Ann M. Orzek	Interim Director of Counseling Center Counseling Center	Continuation of Appointment	07/16/15 08/31/15
Hannah Johnson	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	Extension of Appointment	07/20/15
Malynda L. Chorn	From: Stores Clerk Mechanical Facilities Maintenance GR 23, \$ 27,890 annually To: Material & Inventory Control Specialist Work Management GR 26, \$33,488 annually	Promotion	07/27/15

Non-academic Personnel Board Actions, cont'd.

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Jonna Yates	<p>From: Public Safety Officer Safety & Transportation GR 24, \$25,667 annually</p> <p>To: Radio Communications Officer Safety & Transportation GR 24, \$25,667 annually</p>	<p>Change of Status</p>	07/27/15
Bradley Korn	<p>Assistant Coach Intercollegiate Athletics From: \$88,001 annually To: \$92,148 annually</p>	<p>Salary Adjustment</p>	08/01/15
Patricia H. Lucas	<p>From: Software Specialist College of Business</p> <p>To: Staff Emeritus College of Business</p>		08/01/15
Jacqueline Patterson	<p>From: Academic Administrative Assistant I Nursing GR 11, \$23,545 annually</p> <p>To: Academic Administrative Assistant II Nursing GR 12, \$26,208 annually</p>	Promotion	08/01/15
Matthew Sligh	<p>Assistant Coach Intercollegiate Athletics From: \$71,260 annually To: \$72,455 annually</p>	<p>Salary Adjustment</p>	08/01/15
TaJuan R. Wilson	<p>From: Director, TRIO Programs TRIO Programs GR 46, \$61,376 annually</p> <p>To: Executive Director TRIO Programs & Multicultural Student Retention TRIO Programs GR 46 \$68,715 annually</p>	Promotion	08/01/15

Non-academic Personnel Board Actions, cont'd.

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Amy Aufdembrink	From: Academic Advisor Advisement Center GR 42, \$38,420 annually To: Assistant Director Advisement Center GR 43, \$46,005 annually	Promotion	08/03/15
Lori Ann Vaughan	From: Residence Hall Receptionist Residence Life, Housing & Dining Services GR 10, \$21,598 annually (12-month position) To: Residence Hall Receptionist Residence Life, Housing & Dining Services GR 10, \$21,598 annually (10-month position)	Change of Status	08/03/15
Brandon Billington	From: Custodian I Residence Life To: Custodian I Custodial Services	Transfer	08/16/15
Raymond D. Bolin	From: HVAC-Food Services Equipment Mechanic Facilities Maintenance GR 26, \$44,190 annually To: Projects Technician Facilities Maintenance GR 27, \$45,958 annually	Promotion	08/24/15
Lacy P. John	From: Academic Administrative Assistant II Communication Sciences & Disorders To: Administrative Assistant II Planning, Design & Construction	Change of Status	08/24/15

Non-academic Personnel Board Actions, cont'd.

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Amanda C. Lee	From: Lead Teacher Child Development Center To: Assistant Director Child Development Center	Promotion	08/24/15
Tyler Norcross	From: Maintenance General Mechanic Facilities Maintenance GR 25, \$30,014 annually To: HVAC-Food Service Equipment Mechanic Facilities Maintenance GR 26, \$35,214 annually	Promotion	08/24/15
Jamie Henline	From: Membership Coordinator- Radio & TV Broadcast Services To: Assistant Membership Manager Broadcast Services	Title Change	09/01/15
Andrew B. Sparks	From: Programmer/Analyst Computer Services GR 33, \$42,431 annually To: Web Systems Analyst Computer Services GR 35, \$53,000 annually	Promotion	09/01/15
Jennifer L. Weter	From: Sr. Pharmacy Tech. Taylor Health & Wellness GR 14, \$38,898 annually To: Coordinator, Pharmacy Services Taylor Health & Wellness GR 43, \$42,898 annually	Promotion	09/01/15
Kristin B. Roop	From: Admission Counselor Office of Admissions GR 41, \$31,772 annually To: Admissions Coordinator – Customer Service & Events Office of Admissions GR 42, \$40,000 annually	Promotion	09/03/15

Non-academic Personnel Board Actions, cont'd.

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Michele M. Bogart	From: Human Resources Records Technician Office of Human Resources GR 14, \$34,746 annually To: Sr. Human Resources Records Technician Office of Human Resources GR 15, \$36,000 annually	Reclassification & Salary Adjustment	09/16/15
Robert H. Slavins	From: Custodian I Custodial Services GR 21, \$20,518 annually To: Groundskeeper Grounds Services GR 22, \$21,840 annually	Promotion	09/16/15
Susan A. Veach	From: Administrative Assistant II Facilities Management GR 12, \$26,854 annually To: Human Resources Records Technician Office of Human Resources GR 14, \$29,141 annually	Promotion	09/23/15
Carla Morton	From: Academic Advisor-Marketing, Recruitment & Retention Specialist Nursing GR 42, \$36,720 annually To: Academic Advisor-Athletics Intercollegiate Athletics GR 41, \$28,198 annually	Change of Status	09/28/15
Wanda Sillyman	From: Postal Services Supervisor Postal Services To: Staff Emeritus Postal Services	Change of Status	10/01/15

Vote: _____ Yea
 _____ Nay

III.E.3.

RECOMMENDED ACTION - Approval of Missouri State University Group Dental Plan.

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

WHEREAS, Med-Pay, the Third Party Administrator of the Missouri State University Group Medical and Dental Plans, has recommended that, in order to bring the University's Group Dental Plan ("Dental Plan") into conformance with industry standards and best dental practices, the Dental Plan should be restated to incorporate the eight (8) amendments that have been executed since 1988;

WHEREAS, Med-Pay has also recommended that coverage under the Dental Plan be extended to include dependents of eligible employees up to the age of 26, to bring coverage under the Dental Plan consistent with that provided under the Group Medical Plan;

WHEREAS, with the exception of the expansion of coverage to eligible dependent children up to the age of 26, the proposed changes included in the proposed restated Dental Plan will not result in any increases in coverage under the Group Dental Plan or significant financial costs to the Dental Plan; and

WHEREAS, Administration recommends that the restated Dental Plan be approved, with an effective date of January 1, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Dental Plan be restated, incorporating all amendments made since 1988, and revised to include coverage for dependent children of eligible employees up to age 26, and to make other minor changes and clarifications as set forth in the attached document, effective as of January 1, 2016.

VOTE: Aye _____
Nay _____

COMMENTS:

Med-Pay, the Third Party Administrator of the University's Group Medical and Dental Plans, has indicated that the current Dental Plan does not reflect current dental practices and industry

standards. To bring the Dental Plan into conformance with industry norms, while incorporating the Dental Plan's eight (8) amendments for ease of administration, Med-Pay recommends that the Dental Plan be revised and restated as indicated in the attached Group Dental Plan, effective January 1, 2016. The University Health Plan Review Committee has reviewed the restated Group Dental Plan and recommends that it be approved.

The proposed changes to the Dental Plan are summarized below:

Additional Coverage:

- Adult Dependent Children of eligible employees
 - This expansion in coverage would make the coverage of Dental Plan commensurate with that provided under the Medical Plan (i.e., up to 26 years of age).
 - This consistency in coverage would make it easier to administer and to explain to employees.
 - It is anticipated that this expansion in coverage would not result in a substantial cost increase, inasmuch as the expansion in coverage to the Medical Plan did not result in a substantial cost increase.

Language Changes:

- The University's name will be updated to "Missouri State University" throughout the Dental Plan.
- Addition of "sponsored dependent" language pursuant to earlier Board action.
- Language on how claims are processed has been revised to show current practice.
- Open enrollment language is included to be consistent with current practice.
- Language has been changed to conform to current insurance industry coding.

Effective Date and Publication:

- The restatement effective date of the Missouri State University Group Dental Plan should be January 1, 2016.
- The restated Dental Plan will be published and distributed.

**PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION
FOR**

**MISSOURI STATE UNIVERSITY
EMPLOYEE DENTAL PLAN**

RESTATED EFFECTIVE JANUARY 1, 2016

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INTRODUCTION

This document is a description of Missouri State University Employee Dental Plan (the Plan). No oral interpretations can change this Plan. The Plan described is designed to protect Plan Participants against certain other expenses.

Coverage under the Plan will take effect for an eligible Employee and designated Dependents when the Employee and such Dependents satisfy the Waiting Period and all the eligibility requirements of the Plan.

The University fully intends to maintain this Plan indefinitely. However, it reserves the right to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

Changes in the Plan may occur in any or all parts of the Plan including benefit coverage, deductibles, maximums, exclusions, limitations, definitions, eligibility and the like.

Failure to follow the eligibility or enrollment requirements of this Plan may result in delay of coverage or no coverage at all. Reimbursement from the Plan can be reduced or denied because of certain provisions in the Plan, such as coordination of benefits, subrogation, exclusions, timeliness of COBRA elections, utilization review or other cost management requirements, lack of Medical Necessity, lack of timely filing of claims or lack of coverage. These provisions are explained in this document.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated. An expense for a service or supply is incurred on the date the service or supply is furnished.

Dental care has become an increasingly common and expensive medical cost in recent years. Yet, dental health can be maintained easily through regular, routine care. Therefore, in addition to reimbursement for much of the cost of major procedures, the Plan encourages preventive and restorative dental care in order to avoid future, more costly major dental expenses.

If the Plan is terminated, amended, or benefits are eliminated, the rights of Covered Persons are limited to Covered Charges incurred before termination, amendment or elimination.

This document summarizes the Plan rights and benefits for covered Employees and their Dependents and is divided into the following parts:

Eligibility, Funding, Effective Date and Termination. Explains eligibility for coverage under the Plan, funding of the Plan and when the coverage takes effect and terminates.

Schedule of Benefits. Provides an outline of the Plan reimbursement formulas as well as payment limits on certain services.

Benefit Descriptions. Explains when the benefit applies and the types of charges covered.

Defined Terms. Defines those Plan terms that have a specific meaning.

Plan Exclusions. Shows what charges are **not** covered.

Claim Provisions. Explains the rules for filing claims and the claim appeal process.

Coordination of Benefits. Shows the Plan payment order when a person is covered under more than one plan.

Third Party Recovery Provision. Explains the Plan's rights to recover payment of charges when a Covered Person has a claim against another person because of injuries sustained.

COBRA Continuation Options. Explains when a person's coverage under the Plan ceases and the continuation options which are available.

HIPAA Privacy. Explains the Plan's obligations with respect to Participants' privacy rights under the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA Security. Explains the Plan's compliance with the Health Insurance Portability and Accountability Act (HIPAA) Electronic Security Standards.

SCHEDULE OF BENEFITS

Verification of Eligibility (417) 886-6886 or (800) 777-9087

Call this number to verify eligibility for Plan benefits **before** the charge is incurred.

TIMELY FILING OF CLAIMS: Claims must be filed with the Claims Supervisor within 365 days of the date charges for the service were incurred. If the Plan should terminate, all claims must be filed within 30 days of the Plan's termination date. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date may be declined. (Refer to the section entitled "How to File a Claim".)

PARTICIPATING PROVIDER ORGANIZATION: The Plan is a plan which contains multiple Participating Provider Organizations. When a Covered Person uses a Participating Provider, any discounts applied to the services rendered will be written-off by the Participating Provider. When a Covered Person uses Non-Participating Provider, charges will be allowed at the Usual and Customary Allowance or billed amount, whichever is less unless specifically stated otherwise in this Plan.

Refer to your ID card for specific information about the dental network, including name, phone number and web site.

DENTAL BENEFITS

Calendar Year Deductible

Per Covered Person	\$50
Per Family Unit	\$150

The deductible applies to these Classes of Service:

- Type II/Class B Services – Basic
- Type III/Class C Services – Major
- Type IV/Class D Services – Temporomandibular Joint Dysfunction (TMJ)

Dental Percentage Payable

Type I/Class A Services- Preventive	80%
Type II/Class B Services- Basic	80%
Type III/Class C Services- Major	50%
Type IV/Class D Services- Temporomandibular Joint Dysfunction (TMJ)	50%

Maximum Benefit Amount

Per Covered Person per Calendar Year	\$1,000
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ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS

A Plan Participant should contact the Plan Administrator to obtain additional information, free of charge, about Plan benefits or requirements.

ELIGIBILITY

Eligible Classes of Participants. All full-time Active Employees on regular appointment is the class of Participants eligible for coverage under the Plan.

Eligibility Requirements for Participant Coverage. A person is eligible for Participant coverage from the first day that he or she satisfies one of the following: (Refer to the EFFECTIVE DATE section for when coverage commences.)

- (1) New Employee
 - (a) Non-variable Hour Employee
 - (i) is a Full-time, Active Employee of the Employer (has begun working for the Employer). An Employee is considered to be Full-time if he or she works:
 - 1. on regular appointment (faculty and non-faculty) with the University for that work; or
 - 2. works at least 30 Hours of Service per week and is on the regular payroll of the Employer for that work.
 - (ii) is in a class eligible for coverage.
 - (iii) Coverage will be afforded according to the "Effective Date" of Active Employee coverage.
 - (b) Variable Hour Employee, Part-time Employee or Seasonal Employee
 - (i) based on Hours of Service during the Initial Measurement Period, has been determined, during the New Employee Administrative Period to be a Full-time Employee of the Employer. An Employee is considered to be Full-time if he or she averaged 30 or more Hours of Service per week (130 Hours of Service or more in a month) during the Initial Measurement Period.
 - (ii) is in a class eligible for coverage.
 - (c) Variable Hour Employee, Part-time Employee or Seasonal Employee experiencing a change in employment status to Full-time
 - (i) is in a class eligible for coverage.
 - (ii) Coverage will be afforded according to the "Effective Date" of Active Employee coverage.
- (2) Ongoing Employee
 - (a) based on Hours of Service during the Standard Measurement Period, has been determined, during the Ongoing Employee Administrative Period to be a Full-time Employee of the Employer. An Employee is considered to be Full-time if he or she averaged 30 or more Hours of Services per week (130 Hours of Service or more in a month) during the Standard Measurement Period.
 - (b) is in a class eligible for coverage.
- (3) Ongoing Employee experiencing a change in employment status from non-Full-time to Full-time Employee during the Ongoing Employee Stability Period
 - (a) is a Full-Time, Active Employee of the Employer (has begun working for the Employer). An Employee is considered to be Full-time if he or she works at least 30 Hours of Service per week and is on the regular payroll of the Employer for that work.

- (b) is in a class eligible for coverage.
- (c) Coverage will be afforded according to the "Effective Date" of Active Employee coverage

Capitalized terms used above that are not included in the Defined Terms section of the Plan Document can be found in the Plan's Eligibility Appendix.

Eligible Classes of Dependents. The Plan Administrator may from time to time require documentation to substantiate eligibility. A Dependent is any one of the following persons:

(1) Spouse of a covered Active Employee

The term "Spouse" shall mean the person recognized as the covered Active Employee's husband or wife legally married in one of the 50 states of the United States.

(2) Sponsored Adult Dependent

The term "sponsored dependent" or "sponsored adult dependent" shall mean an individual: (1) at least 18 years old and mentally competent; (2) have shared the same residence with a full-time employee for at least 12 months and continue to share a residence; (3) not legally married to anyone else in any state; (4) not be related by blood to a degree of closeness that would prohibit legal marriage in the State of Missouri; (5) have a single dedicated relationship with the Employee of at least 12 months duration; (6) not be a renter, boarder or tenant; and (7) be the employee's sole sponsored dependent.

(3) Child(ren) of a covered Active Employee

An Employee's "Child" includes his/her natural child, stepchild, adopted child, or a child placed with the Employee for adoption. An Employee's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end on the last day of the child's birthday month.

If a covered Employee, Spouse or Sponsored Dependent is the Legal Guardian of a child or children, these children may be enrolled in this Plan as covered Dependents.

For Coordination of Benefits purposes, the following must be provided to the Claims Supervisor: Custody, guardianship and adoption must be established by valid court order or decree entered after the petition for same has been filed. Custodial parent is the parent awarded physical custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the Calendar Year excluding any temporary visitation.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

Coverage will not continue beyond 31 days of placement unless written application and any required Employee contribution has been paid to us before that 31st day. The child's coverage will continue subject to any required contributions until the earlier of: (a) the day the child is removed from the Employee's physical custody prior to legal adoption; or (b) the day the coverage would otherwise end in accordance with the Plan provisions.

Any child of an Employee who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan as of the date of the request on the QMCSO. The Employee may elect coverage if not already covered under this Plan. (Refer to the Special Enrollment section.)

In all cases, to qualify as an eligible Dependent under the Plan, the child must be a dependent of the Employee. The Plan Administrator may require documentation proving dependency. Proof that a child is your dependent is established by one (1) of the following types of evidence:

- (a) For a natural child born to married parents, a copy of the public record of birth showing the Employee was named as parent of the child. For a natural child born to unmarried parents, a copy of the public record of birth showing the Employee was named as parent of the child, as well as any other documentation that the Plan Sponsor may require, including but not limited to DNA testing;
- (b) For an adopted child or a child Legally Placed for Adoption, except in jurisdictions where petition must be made to the court for release of adoption documents or information, or where release of such documents or information is prohibited, evidence of relationship will include a copy of the decree of adoption or as copy of the adoptive placement agreement and such other evidence as may be necessary. In jurisdictions where petition must be made to the court for release of adoption documents or information, or where release of such documents or information is prohibited, a copy of the child's revised birth certificate will be accepted to establish the fact of adoption;
- (c) For a step-child, evidence of relationship of a step-child will consist of proof of birth as required for a natural child plus proof of marriage of the Employee to the natural parent of the child;
- (d) For Legal Guardianship, a copy of the public record showing the Employee and/or Spouse or Sponsored Dependent was named as Legal Guardian of the child.

In the event there is a change in status of any Employee's Dependent covered under the Plan following the initial eligibility determination, the Employee must inform the Plan Administrator of the change in status and provide documentation to the Plan Administrator that substantiates such a change in status. In the event of death or divorce, a copy of the death certificate or divorce decree will be required. In the event of adoption or placement for adoption, or acquisition of a step-child, documentation described above for each such situation will be required.

(4) Totally Disabled Child of a Covered Active Employee

A covered Dependent Child, who prior to reaching the limiting age, is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. A Dependent child who becomes Totally disabled after reaching the limiting age is not eligible to be enrolled on this Plan. A new Employee will not be able to enroll a Dependent child who is over the limiting age and is Totally Disabled. A terminated Employee who is rehired is considered a new Employee for the purposes of this provision. The Plan Administrator may require, at reasonable intervals continuing proof of the Total Disability and dependency.

The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former Spouse or former Sponsored Dependent of the Employee; or any person who is on active duty in any military service of any country.

If a Dependent Child of an Employee is also a Full-Time Employee, the Dependent Child may choose to be covered as an Employee or to decline individual coverage and be covered as a Dependent of the covered parent. However, if declining individual coverage, the Employee enrolled as a Dependent will not receive any applicable premium credit. As of the Dependent Child's effective date as an Employee immediately following their Waiting Period, the (Dependent Child) Employee will no longer be eligible as a Dependent of the parent who is an Employee.

In the case of Employees married to one another with or without Dependents, one of the Employees may choose to decline individual coverage and be covered as a Dependent of the other Employee along with the Dependent Children. By enrolling as a Dependent, family deductible could be met sooner. However,

the Employee declining individual coverage and enrolling as a Dependent will not receive any applicable premium credit.

When both parents are Employees (regardless of marital status to each other), the Dependent Children may only be enrolled under one covered parent, not under both.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums depending upon the coverages elected and which Covered Persons elect those coverages.

Eligibility Requirements for Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

FUNDING

Cost of the Plan. The amount of contributions, if any, to the Plan are to be made on the following basis:

The University shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by the University and the amount to be contributed, if any, by each Participant.

Notwithstanding any other provision of the Plan, the University's obligation to pay claims otherwise allowable under the terms of the Plan shall be limited to its obligation to make contributions to the Plan as set forth in the preceding paragraph. Payment of said claims in accordance with these procedures shall discharge completely the University's obligation with respect to such payment.

In the event that the University terminates the Plan, then as of the effective date of termination, the University and Participants shall have no further obligation to make additional contributions to the Plan.

Active Employees electing to be covered under the Plan will contribute a portion of the cost for individual coverage which will be set as a percentage of the total cost for individual coverage. The Active Employee contribution may be waived. Covered Active Employees who elect Dependent coverage pay the entire cost for coverage for their Dependents.

The enrollment application for coverage, which includes a payroll deduction authorization, must be filled out, signed and returned to complete the enrollment process.

The level of any Participant contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Participant contributions.

ENROLLEE/ENROLLMENT PROVISIONS OF THE PLAN

Enrollment Requirements for newly hired Active Employees. An Employee must complete the necessary enrollment forms for the Employee and Dependents to be enrolled in the University's Group Dental Insurance Plan. If coverage is not elected when first eligible, the Covered Persons will be considered a Late Enrollee.

Enrollment Requirements for Newborn Children. An Employee must complete the necessary enrollment forms for the newborn to be enrolled in the University's Group Dental Insurance Plan. If coverage is not elected when first eligible, the newborn will be considered a Late Enrollee.

Charges for services are applied toward the Plan of the newborn child.

TIMELY AND LATE ENROLLMENT

- (1) **Timely Enrollment** - The enrollment will be "timely" if the completed form is received by the Plan Administrator no later than 30 days after the person becomes eligible for the coverage.

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent children terminates coverage, the Dependent coverage may be

continued by the other covered Employee with no Waiting Period as long as coverage has been continuous.

- (2) **Late Enrollment** - An enrollment is "late" if it is not made on a "timely basis" or during a Special Enrollment Period. Late Enrollees and their Dependents who are not eligible to join the Plan during a Special Enrollment Period may join only during open enrollment. Disenrollment must follow Cafeteria Plan guidelines.

The annual **open enrollment** period will be announced by the Employer and detailed information will be provided to the Employees. During this time, Employees and their Dependents who are Late Enrollees will be able to enroll in the Plan. Covered Employees and their covered Dependents will be able to change some of their benefit decisions based on which benefits and coverages are right for them.

Benefit choices made during the open enrollment period will become effective January 1st and remain in effect until the next January 1st unless there is a Special Enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied and if applicable, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverages.

If an individual loses eligibility for coverage as a result of terminating employment or a general suspension of coverage under the Plan, then upon becoming eligible again due to resumption of employment or due to resumption of Plan coverage, only the most recent period of eligibility will be considered for purposes of determining whether the individual is a Late Enrollee.

The time between the date a Late Enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period.

SPECIAL ENROLLMENT RIGHTS

Federal law provides Special Enrollment provisions under some circumstances. If an Employee is declining enrollment for himself or herself or his/her dependents (including their Spouse or Sponsored Dependent) because of other health insurance or group health plan coverage, there may be a right to enroll in this Plan if there is a loss of eligibility for that other coverage (or if the employer stops contributing towards the other coverage). However, a request for enrollment must be made within 30 days after the coverage ends (or after the employer stops contributing towards the other coverage).

In addition, in the case of a birth, marriage, adoption or placement for adoption, there may be a right to enroll in this Plan. However, a request for enrollment must be made within 30 days after the birth, marriage, adoption or placement for adoption.

The Special Enrollment rules are described in more detail below. To request Special Enrollment or obtain more detailed information of these portability provisions, contact the Plan Administrator

SPECIAL ENROLLMENT PERIODS

The enrollment date for anyone who enrolls under a Special Enrollment Period is the first date of coverage. Thus, the time between the date a special enrollee first becomes eligible for enrollment under the Plan and the first day of coverage is not treated as a Waiting Period.

- (1) **Individuals losing other coverage creating a Special Enrollment right.** An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if loss of eligibility for coverage meets all of the following conditions:
- (a) The Employee or Dependent was covered under a group health plan or had health insurance coverage at the time coverage under this Plan was previously offered to the individual.

- (b) If required by the Plan Administrator, the Employee stated in writing at the time that coverage was offered that the other health coverage was the reason for declining enrollment. (See Election to Decline Coverage section.)
 - (c) The coverage of the Employee or Dependent who had lost the coverage was under COBRA and the COBRA coverage was exhausted, or was not under COBRA and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions towards the coverage were terminated.
 - (d) The Employee or Dependent requests enrollment in this Plan not later than 30 days after the date of exhaustion of COBRA coverage or the termination of coverage or employer contributions, described above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received, unless agreed upon by the Employee and Plan Administrator for financial or payroll reasons.
- (2) For purposes of these rules, a loss of eligibility occurs if one of the following occurs:
- (a) The Employee or Dependent has a loss of eligibility due to the plan no longer offering any benefits to a class of similarly situated individuals (i.e.: part-time employees).
 - (i) The Employee or Dependent has a loss of eligibility due to the plan no longer offering any benefits to a class of similarly situated individuals (i.e.: part-time employees).
 - (ii) The Employee or Dependent has a loss of eligibility as a result of legal separation, divorce, cessation of dependent status (such as attaining the maximum age to be eligible as a dependent child under the plan), death, termination of employment, or reduction in the number of hours of employment or contributions towards the coverage were terminated.
 - (iii) The Employee or Dependent has a loss of eligibility when coverage is offered through an HMO, or other arrangement, in the individual market that does not provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual).
 - (iv) The Employee or Dependent has a loss of eligibility when coverage is offered through an HMO, or other arrangement, in the group market that does not provide benefits to individuals who no longer reside, live or work in a service area, (whether or not within the choice of the individual), and no other benefit package is available to the individual.

If the Employee or Dependent lost the other coverage as a result of the individual's failure to pay premiums or required contributions or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan), that individual does not have a Special Enrollment right.

- (3) **Dependent beneficiaries.** If the Employee is a participant under this Plan (or is eligible to be enrolled under this Plan but for a failure to enroll during a previous enrollment period), and:
- (a) A person(s) becomes a Dependent of the Employee through marriage, then the Dependent(s) may be enrolled under this Plan as a covered Dependent of the covered Employee; or
 - (b) A person becomes a Dependent of the Employee through birth, Legal Guardianship, adoption or placement for adoption, then the Spouse or Sponsored Dependent and new Dependents (i.e., step-children) may be enrolled under this Plan as a covered Dependent of the covered Employee. The Spouse or Sponsored Dependent of the covered Employee may be enrolled as a Dependent of the covered Employee if the Spouse or Sponsored Dependent is otherwise eligible for coverage.

Eligible Dependents other than those described in (a) or (b) who were not enrolled when first eligible are not eligible to enroll during this Special Enrollment event. They may enroll as Late Enrollees, if allowed by the Plan.

If the Employee is not enrolled in the Plan, he or she may enroll as a Special Enrollee as a result of the Special Enrollment events listed in (a) and (b) above. The newly eligible Dependents may not enroll if the Employee does not elect coverage.

The Dependent Special Enrollment Period is a period of 30 days and begins on the date of the marriage, birth, adoption or placement for adoption or Legal Guardianship or the commencement of the school term. The enrollment form must be received by the Plan Administrator during this period. Otherwise, the person is considered a Late Enrollee and will be subject to the Late Enrollment provisions under this Plan. The exception may be the enrollment of newborns. Refer to the Enrollment Requirements of Newborn Children in this Enrollment section.

The coverage of the Dependent enrolled in the Special Enrollment Period will be effective no later than the following unless agreed upon by the Employee and Plan Administrator for financial or payroll reasons:

- (a) in the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received (i.e., marriage occurred on January 10. If enrollment form is received January 10-31, the effective date will be February 1. If enrollment form is received February 1-9, the effective date is March 1.);
 - (b) in the case of a Dependent's birth, as of the date of birth;
 - (c) in the case of a Dependent's adoption or placement for adoption or Legal Guardianship, the date of the adoption or placement for adoption or Legal Guardianship; or
- (4) **Medicaid and State Child Health Insurance Programs.** An Employee or Dependent who is eligible, but not enrolled in this Plan, may enroll if:
- (a) The Employee or Dependent is covered under a Medicaid plan under Title XIX of the Social Security Act or a State child health plan (CHIP) under Title XXI of such Act, and coverage of the Employee or Dependent is terminated due to loss of eligibility for such coverage, and the Employee or Dependent requests enrollment in this Plan within 60 days after such Medicaid or CHIP coverage is terminated.
 - (b) The Employee or Dependent becomes eligible for assistance with payment of Employee contributions to this Plan through a Medicaid or CHIP plan (including any waiver or demonstration project conducted with respect to such plan), and the Employee or Dependent requests enrollment in this Plan within 60 days after the date the Employee or Dependent is determined to be eligible for such assistance.

If a Dependent becomes eligible to enroll under this provision and the Employee is not then enrolled, the Employee must enroll in order for the Dependent to enroll.

PAYROLL PREMIUM DEDUCTIONS: In order to have the Enrollment Date listed above, it may be necessary to make double, triple or quadruple payroll premium deductions due to the Plan's criterion of paying the premium one month in advance of the coverage effective date.

If the Employee chooses not to have multiple premiums deducted from their payroll to satisfy the advance payment criterion, the Enrollment Date will be the first of the month for which a premium deduction can be made. As a result, the newly enrolled individual will be considered a Late Enrollee and be subject to the Late Enrollment provision of this Plan. Charges incurred prior to the Enrollment Date will not be considered eligible expenses.

EFFECTIVE DATE

Effective Date of Employee Coverage. Active Employee coverage shall become effective with respect to an eligible person on the first day of the calendar month, or applicable premium period and satisfaction of the Eligibility Requirement, Active Employee Requirement and Enrollment Requirements of the Plan:

- (1) **Faculty:** The date of employment or the first of the month following employment if the date of employment is other than the first business day of the month.
- (2) **Non-Faculty:** The first of the month following thirty (30) days of employment.

The period of time between the date of employment and the first day of coverage under the Plan is referred to as a "Waiting Period."

Active Employee. An Employee must be an Active Employee (as defined by this Plan) for this coverage to take effect.

The period of time between the date of employment and the first day of coverage under the plan is referred to as a "waiting period."

Effective Date of Dependent Coverage. A Dependent's coverage will take effect on the day that the Eligibility Requirements are met; the Employee is covered under the Plan; and all Enrollment Requirements are met and appropriate premiums have been paid. The effective date of that coverage will be as follows:

- (1) on the day that the Active Employee's coverage becomes effective at the time of employment; or
- (2) if the Active Employee enrolls the Dependent within 31 days of his/her employment, coverage will become effective the first of the month following the Active Employee's effective date; or
- (3) if the Active Employee enrolls the Dependent as a result of a Special Enrollment Period, the effective date of coverage will be:
 - (a) In the case of marriage, either the date of eligibility, the first of the month after the date of eligibility or the first of the month beginning after the date the completed request for enrollment is received;
 - (b) In the case of a Dependent's birth, as of the date of birth; or
 - (c) In the case of a Dependent's adoption or placement for adoption or Legal Guardianship, the date of the adoption or placement for adoption or Legal Guardianship.
- (4) If the Active Employee enrolls the Dependent after the 31 days from the date of the Dependent's eligibility date, the Dependent is considered a Late Enrollee and must follow the Late Enrollment provisions of this Plan.

TERMINATION OF COVERAGE

When Employee Coverage Terminates. Employee coverage will terminate at midnight on the earliest of these dates (except in certain circumstances, a covered Employee may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled COBRA Continuation Options):

- (1) The date the Plan is terminated.
- (2) The date the covered Employee's Eligible Class is eliminated.
- (3) For Faculty: The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the COBRA Continuation Options.)

For Non-Faculty: The date the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the COBRA Continuation Options.)

- (4) The date the Employee elects to terminate coverage. (Voluntary termination may or may not be allowed in certain situations according to State and Federal law.)
- (5) When applicable, the end of the period for which the Employer and/or the Employee made any required contribution for the coverage if the full premium for the next period is not paid when due. If an Employee no longer satisfies the eligibility requirements under the Plan and fails to elect COBRA within the appropriate time period, coverage will be retroactively terminated to the date as stated in the applicable item above. If the Employer or Plan is

notified during the COBRA election period, the difference in premium can be paid in order to continue coverage.

- (6) If an Employee commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Employee and covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action.

Continuation During Periods of Family Medical Leave Act leave (FMLA), Employer-certified disability leave, Employer-approved Leave of Absence or lay-off. A person may remain eligible for a limited time if Active, full-time work ceases due to one of the preceding events. The Employer will notify the Employee of any applicable increase in premium contributions. This continuance will cease on the date that the University stops paying the required premium for the Active Employee, or otherwise cancels the Active Employee's coverage. Regardless of these established leave policies, the Employer meets the requirements of the Family and Medical Leave Act of 1993 (including all amendments) as established in regulations issued by the Department of Labor.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

If coverage terminates under this Plan during the FMLA leave, at the request of the Employee, coverage will be reinstated if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA leave started, and will be reinstated to the same extent that it was in force when that coverage terminated. For example, other Waiting Periods will not be imposed unless they were in effect for the Employee and/or his or her Dependents when Plan coverage terminated.

Rehiring a Terminated Employee. If a terminated Employee experiences a period without any Hours of Service and resumes Hours of Service and:

- (1) if the Employee is rehired following a Break in Service (as defined in the Plan's Eligibility Appendix), the Employee will be treated as a New Employee and be required to satisfy all eligibility and enrollment requirements under the Plan as stated in the "Eligibility Requirements for Participant Coverage" section.
- (2) if the Employee is rehired without experiencing a Break in Service, the Employee will be treated as a Continuous Employee and is eligible for coverage under the Plan upon return if they were enrolled in coverage prior to the start of the period with no Hours of Service. Such coverage will be effective the first day of the month following the date Hours of Service resumes.

if the Employee was continuously covered as a COBRA participant of this Plan, a new employment waiting period does not have to be satisfied and coverage will change to Active Employee status as of the first of the month following the date Hours of Service resumes.

Employees on Military Leave. Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA). These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

In general, the Employee must meet the same requirements for electing USERRA coverage as are required under COBRA continuation coverage. Coverage elected under these circumstances is concurrent not cumulative. The Employee may elect USERRA continuation coverage for the Employee and their Dependents. Only the Employee has election rights. Dependents do not have any independent right to elect USERRA health plan continuation.

When Dependent Coverage Terminates. A Dependent's coverage will terminate at midnight on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled COBRA Continuation Options):

- (1) The date the Plan or Dependent coverage under the Plan is terminated.
- (2) The date that the Employee's coverage under the Plan terminates for any reason including death. (See the section entitled Continuation Coverage Rights under COBRA.)
- (3) The last day of the month in which a covered Spouse or Sponsored Dependent loses coverage due to loss of dependency status. (See the section entitled Continuation Coverage Rights under COBRA.)
- (4) The last day of the month in which a Dependent child ceases to be a Dependent as defined by the Plan. (See the section entitled Continuation Coverage Rights under COBRA.)
- (5) The date the Employee requests that a Dependent's coverage be terminated. (Voluntary termination may or may not be allowed in certain situations according to State and Federal law.). This termination is typically not a COBRA qualifying event.
- (6) The end of the period for which the required contribution has been paid if the full premium for the next period is not paid when due. If a Dependent no longer satisfies the eligibility requirements under the Plan and fails to elect COBRA within the appropriate time period, coverage will be retroactively terminated to the date as stated in the applicable item above. If the Employer or Plan is notified during the COBRA election period, the difference in premium can be paid in order to continue coverage.
- (7) If a Dependent commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively, the Plan will provide at least 30 days' advance written notice of such action.

The Employee shall be responsible for notifying the Plan Administrator of new Eligible Dependents and of any changes in the eligibility status of a Dependent. (Refer to the COBRA section.) Benefits provided to an ineligible Dependent will be recouped by the Plan in accordance with its rights for reimbursement. Employee contributions paid for a period when the Employee knew or should have known the Dependent was ineligible will not be reimbursed to the Employee.

DENTAL BENEFITS

This benefit applies when covered dental charges are incurred by a person while covered under this Plan.

DEDUCTIBLE

Deductible Amount. This is an amount of dental charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year, a Covered Person must meet the deductible shown in the Schedule of Benefits.

Family Unit Limit. When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

BENEFIT PAYMENT

Each Calendar Year benefits will be paid to a Covered Person for the dental charges in excess of the deductible amount. Payment will be made at the rate shown under Dental Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount.

MAXIMUM BENEFIT AMOUNT

The Maximum dental benefit amount is shown in the Schedule of Benefits.

DENTAL CHARGES

Dental charges are the Usual and Reasonable Charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service.

A dental charge considered incurred as follows:

- (1) For an appliance or modification of an appliance, an expense is considered incurred at the time the impression is made.
- (2) For a crown, bridge or gold restoration, an expense is considered incurred at the time the tooth or teeth are prepared.
- (3) For root canal therapy, an expense is considered incurred at the time the pulp chamber is opened.
- (4) All other expenses are considered incurred at the time a service is rendered or a supply furnished.

However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Supervisor will apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be considered to be incurred as each visit or treatment is completed.

PENALTY FOR LATE ENROLLEES AND PRIOR MISSING TEETH

For the first 24 months of continuous coverage, the following will be payable at 50% of the benefit otherwise payable, except if the Covered Expense is required solely for treatment of an Injury suffered while covered under the Plan:

- (1) Type III Dental Expenses for a Late Enrollee; and
- (2) The first replacement of teeth that are missing at the time the Covered Person becomes effective.

COVERED DENTAL SERVICES

Type I/Class A Services: Preventive and Diagnostic Dental Procedures

The limits on Class A services are for routine services. If dental need is present, this Plan will consider for reimbursement services performed more frequently than the limits shown.

- (1) **Routine oral exams.** This includes the examination and cleaning of teeth. Limit of two per Covered Person each Calendar Year.
- (2) One **fluoride** treatment for covered Dependent children under the age of 19 each Calendar Year.
- (3) **Space maintainers** limited to non-orthodontic treatment. Initial appliance only will be covered. Allowance includes adjustments in the first six (6) months after installation. Includes (a) fixed, unilateral, band or stainless steel crown type and (b) fixed, unilateral cast type.
- (4) **Sealants** on the occlusal surface of a permanent posterior tooth for Dependent children under the age of 16, once per tooth in any thirty-six (36) consecutive month period.
- (5) One **full mouth x-ray** (including panoramic x-rays or series of bitewings) in any thirty-six (36) consecutive month period.
- (6) One **bitewing x-ray** series (up to four bitewings) two times per Calendar Year.

Type II/Class B Services: Basic Dental Procedures

- (1) **Emergency palliative treatment for pain.**
- (2) **Non-Routine, unscheduled visits** (problem-focused exams).
- (3) **Diagnostic consultation** with a dentist other than the one providing treatment limited to one consultation for each dental specialty per Covered Person per Calendar Year.
- (4) Other intraoral x-rays (i.e., **Periapical or occlusal x-rays**) not included in Type I/Class A services.
- (5) **Fillings**, other than gold. Limited to one direct restoration on the same tooth surface every six months, excluding sedative fillings (see below). Multiple restorations on one tooth surface are considered to be one restoration. This benefit includes a stainless steel crown for use on primary teeth of children.
- (6) **Sedative Fillings.** This temporary restoration service which is intended to relieve pain is limited to two fillings per tooth prior to a permanent filling or other restoration.
- (7) **Endodontics** (root canals). Multi-visit procedures are payable after the final visit in which the procedure is completed (i.e., crowns, dentures, bridges, root canals). Includes routine x-rays and cultures but excludes final restoration (See separate benefit.) Note: Apicoectomy and retrograde filling are covered as a separate procedure only if performed more than one (1) year after the root canal therapy is completed.
- (8) **Periodontics** (surgical and non-surgical gum treatments). Surgical treatment of diseases of the gums and bone supporting the teeth includes muco-gingival surgery, osseous surgery, osseous graft, pedicle soft tissue graft, free soft tissue graft, gingivectomy and gingivoplasty. Allowance include the treatment plan, local anesthetics and post-surgical care. All periodontal maintenance procedures performed within three months after completion of periodontal surgery will be considered part of the surgical service and are not a separate covered expense. This includes re-evaluation.

Note: (a) Only one periodontic surgical procedure is covered for each quadrant in a Calendar Year. (b) Occlusal adjustment not involving restorations and done in conjunction with periodontic surgery is limited to a maximum of four (4) quadrants in a Calendar Year. (c) Scaling and root planning (full mouth) limited to once each quadrant two times per Calendar

Year. (d) Periodontal appliance limited to one (1) appliance each three (3) year period. (e) Periodontal prophylaxis.

- (9) **Extractions.** This service includes local anesthesia and routine post-operative care related to the removal of teeth (uncomplicated, erupted or impacted.)
- (10) **Oral surgeries** not listed in Class B Services or listed as excluded by this Plan. Follow-up procedures performed due to complications of a surgical procedure are not payable as a separate benefit. Periodontal procedures to implant antibiotic-impregnated materials are not covered. Includes routine x-rays, the treatment plan and post-surgical care.
- (11) **General anesthetics** are only payable as a separate procedure when required for complex oral surgical procedures covered under this Plan and only when not performed in a Hospital setting.
- (12) **Antibiotic drugs** administered by the Physician.
- (13) **Repairing** bridges; repair and relining dentures (only if greater than one (1) year from initial installation and then not more than once each two (2) Calendar Year period thereafter); adding a tooth to a partial denture; recementing bridges, crowns, inlays or space maintainer.
- (14) Diagnostic **laboratory** tests
- (15) Oral **Pathology** services.
- (16) **Other Services** not listed above. Such as the following: (a) Biopsy of oral tissue; (b) Pulp vitality test; and (c) Diagnostic cast limited to one (1) time every twenty-four (24) consecutive month period.

**Type III/Class C Services:
Major Dental Procedures**

- (1) **Gold restorations**, including inlays, onlays and foil fillings. The cost of gold restorations in excess of the cost for amalgam, synthetic porcelain or plastic materials will be included only when the teeth must be restored with gold. Replacements allowed only after five (5) years have elapsed from last placement.
- (2) **Inlays.**
- (3) Installation of **crowns**. Crowns are covered only if the tooth cannot be restored by a filling or are associated with prosthodontics. Crowns for the primary purpose of periodontal splinting, altering vertical dimension or restoring occlusion are not covered. Types of crowns include: (a) Plastic (Acrylic); (b) Plastic, prefabricated; (c) Plastic with non-precious or semi-precious; (d) metal; (e) Porcelain; (f) Porcelain with non-precious or semi-precious; (g) metal or gold; (h) Gold 3/4 for full cast; and (i) Non-precious or semi-precious metal full cast. Steel post and composite or amalgam core, in addition to crown, is covered only for teeth that have had root canal therapy.
- (4) Installing partial, full or removable **dentures** or **fixed bridgework** to replace one or more natural teeth which were extracted while the person was covered for this benefit. This service also includes all adjustments made during six following the installation. Also includes installing precision attachments for removable dentures.

Initial placement of fixed bridges or removable dentures to replace teeth which were missing prior to the effective date of the Covered Person's coverage are covered as follows:

- (a) If services are within the first twenty-four (24) months of coverage: benefits are payable at 50% of the benefit payable for Type III Dental Expenses.
- (b) If services are after the first twenty-four (24) months of coverage: benefits are payable at the level indicated for Type III Dental Expenses.

If the prosthodontic device also includes replacement of a natural tooth removed while covered under this Plan, the benefit will include the replacement of the missing tooth without reduction of the benefits.

- (5) Replacing an existing removable partial or full denture or fixed bridgework; adding teeth to an existing removable partial denture; or adding teeth to existing bridgework to replace newly extracted natural teeth. However, this item will apply only if one of these tests is met:
 - (a) The replacement or addition of teeth is required because of one or more natural teeth being extracted after the person is covered under these benefits;
 - (b) The existing denture or bridgework was installed at least five years prior to its replacement and cannot currently be made serviceable.
 - (c) The Covered Person has been covered under this Plan for at least twelve (12) consecutive months;
 - (d) The existing denture is of an immediate temporary nature. Further, replacement by permanent dentures is required and must take place within twelve from the date the temporary denture was installed.

**Type IV/Class D Services:
Treatment of Temporomandibular Joint Dysfunction**

Only the Dental Services listed below will be considered a Covered Expense under this benefit.

- (1) **Office visit - Adjustment to appliance.** No more than six (6) consecutive months after sealing or placement of appliance.
- (2) **Transcutaneous electro-neural stimulation.** No more than four (4) treatments in a six (6) month period.
- (3) **Trigger point injection of local anesthetic into muscle fascia.** No more than four (4) treatments in a six (6) month period.
- (4) **Mandibular orthopedic repositioning appliance.** Only one (1) appliance per person in a five (5) year period.

EXTENSION OF DENTAL BENEFITS

An expense incurred in connection with a Dental Service that is completed after a Covered Person's benefits cease will be deemed to be incurred while he is insured if:

- (1) The first impressions for fixed bridgework and full or partial dentures were taken and/or abutment teeth fully prepared while the person is insured. The device must be installed or delivered to the individual within three (3) calendar months after the insurance terminates.
- (2) The tooth must be prepared for a crown, inlay or onlay while the person is insured. The crown, inlay or onlay must be installed within three (3) calendar months after the insurance terminates.
- (3) The pulp chamber of the tooth must be opened for root canal therapy while the person is insured. The treatment must be complete within three (3) calendar months after the insurance terminates.

There is **no** extension for any dental services that is not shown above and on the preceding pages.

PREDETERMINATION OF BENEFITS

Before starting a dental treatment for which the charge is expected to be \$200 or more, a predetermination of benefits form should be submitted.

A pretreatment plan helps reduce your out-of-pocket dental costs. Unlike medical care and treatment, many dental procedures are entirely elective and can be treated in several ways. It's important that you ask your Dentist, dental surgeon or Physician to help you or your dependents choose the most effective and economical course of treatment. By doing so, you can reduce your own out-of-pocket expenses for treatments that may not be covered by the Plan or are covered only to a limited extent.

Pre-determination of benefits does not guarantee payment. The estimate of benefits payable may change based on the benefits, if any, for which a Covered Person qualifies at the time services are completed.

A regular dental claim form is used for the predetermination of benefits. This form can be obtained from the human resources office or www.med-pay.com. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form.

The Dentist should send the form to the Claims Supervisor at this address:

Med-Pay, Inc.
PO Box 10909
Springfield, Missouri 65808
(417) 886-6886 or (800) 777-9087

The Claims Supervisor will notify the Dentist of the benefits payable under the Plan. The Covered Person and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist's fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

Even though Dental Implants are not covered by this Plan, if the Covered Person chooses dental implants as the alternative treatment for the repair/replacement of the teeth, the Plan will allow the coverage up to the amount allowed for a lesser treatment, i.e., bridge. The Covered Person will be responsible for all charges above that amount. The underlying situation being treated must be a covered expense.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Usual and Reasonable Charge for an amalgam filling. The patient will pay the difference in cost.

EXCLUSIONS

A charge for the following is not covered:

- (1) **Administrative costs.** Administrative costs of completing claim forms or reports or for providing dental records.
- (2) **Before coverage.** Care, treatment or supplies for which a charge was incurred before a person was Covered under this Plan.
- (3) **Broken appointments.** Charges for broken or missed dental appointments.
- (4) **Bruxism.** Services, procedures or appliances that treat/prevent bruxism (teeth grinding or clenching).
- (5) **Correctional agency or court-ordered care.** Care provided while a Covered Person is in the custody or care of a correctional agency; or when a Covered Person receives care under the authority of a court order for services rendered as a condition of parole or probation or in lieu of other correctional action.

- (6) **Cosmetic.** Services, procedures or appliances that are cosmetic in nature, i.e., veneer facings or similar properties of crowns or pontics placed on or replacing teeth in back of the second bicuspid; teeth whitening processes and characterizing and personalizing prosthetic devices.
- (7) **Crowns.** Crowns for teeth that are restorable by other means or for the purpose of Periodontal Splinting.
- (8) **Excess charge.** The part of an expense for care and treatment of an Injury or Sickness that is in excess of the Usual and Reasonable Charge.
- (9) **Experimental.** Expenses for or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.
- (10) **Felonious behavior** (as defined by state statutes where the incident occurred). Charges for services received as a result of Injury or Sickness occurring directly or indirectly by engaging in a Felony, an illegal occupation, a riot or public disturbance. For purposes of this exclusion, the term "Felony" shall mean any act or series of acts that may be punishable by more than a year of imprisonment. It is not necessary that criminal charges be filed. If charges should be filed, it is not necessary that a conviction result or that a sentence of imprisonment for a term in excess of one year be imposed in order for this exclusion to apply. The Plan will review information such as the police report, eye-witness accounts and/or provider medical records to determine if a criminal Felony has occurred. Proof beyond a reasonable doubt is not required. If a crime can be categorized as both a misdemeanor and a Felony, the Plan will use its discretion in determining if this exclusion will apply. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
- (11) **Government.** To the extent permitted by law, medical care, services and supplies which are furnished by a Hospital or facility operated by or at the direction of the United States government or any authorized agency thereof, or furnished at the expense of such government or agency, or by a Physician employed by such a Hospital or facility, unless (1) the treatment is of an emergency nature, and (2) the Covered Individual is not entitled to such treatment without charge by reason of status as a veteran or otherwise. This will also apply to services excluded under "**Correctional agency or court-ordered care**" listed above. This exclusion does not apply to Medicaid or when otherwise prohibited by applicable law.
- (12) **Hospital charges.** Services and supplies received from a Hospital.
- (13) **Hygiene.** Oral hygiene, plaque control programs or dietary instructions.
- (14) **Implants.** Implants, including any appliances and/or crowns and the surgical insertion or removal of implants.
- (15) **Instructional charges.** Instruction for plaque control, oral hygiene and diet.
- (16) **Medical services.** Services that are deemed to be medical services.
- (17) **No charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
- (18) **No listing.** Services which are not included in the list of covered dental services.
- (19) **No obligation to pay.** Charges incurred for which the Plan has no legal obligation to pay including any charges that are discounted or rebated.
- (20) **Non-prescription drugs.** Charges for non-prescription drugs.
- (21) **Not Medically or Dentally Necessary.** Care and treatment that is not Medically or Dentally Necessary or that does not meet common dental standards.

- (22) **Occupational.** Care and treatment of an Injury or Sickness that, in either case, is occupational -- that is arises from work for wage or profit, including self-employment.
- (23) **Orthodontia.** Expenses for orthodontic services or supplies and orthodontics to correct malocclusion which may have caused Temporomandibular Joint Dysfunction symptoms.
- (24) **Orthognathic surgery.** Surgery to correct malpositions in the bones of the jaw. (Refer to the Medical Benefits of this Plan.)
- (25) **Personalization.** Personalization of dentures.
- (26) **Plan design.** Charges excluded or limited by the Plan design as stated in this document.
- (27) **Public Programs.** Expenses that a Covered Person or Dependent is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
- (28) **Relative.** Professional services performed by a person who ordinarily resides in the Covered Person's home or is related to the Covered Person as a spouse, Sponsored Dependent parent, child, brother or sister, whether the relationship is by blood or exists in law.
- (29) **Replacement.** Replacement of lost or stolen prosthetic appliance. Replacement of a prosthetic appliance, crown, inlay or onlay restoration or fixed bridge within five years of the date of the last placement of these items unless:
 - (a) Only if the item cannot be made usable according to common dental standards;
 - (b) The replacement is required because of an accidental bodily Injury sustained while the person is covered under this section and the prosthetic appliance was in the mouth of the Covered Person and has been damaged beyond repair; or
 - (c) The replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth.
- (30) **Self-inflicted.** Any loss due to an intentionally self-inflicted Injury. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.
- (31) **Surgical implants.** Expenses for surgical implant of any type including any prosthetic device attached to it.
- (32) **Unlawful charges.** To the extent that payment is unlawful where the Covered Person resides when the expenses are incurred.
- (33) **Unnecessary care.** Expenses for unnecessary care, treatment or surgery.
- (34) **Usual and Reasonable.** Charges that are in excess of the usual and reasonable charges for the service provided.
- (35) **War.** Any loss that is due to a declared or undeclared act or war.
- (36) **Workers' Compensation.** Expenses for or in connection with an injury or a sickness which is covered under any Workers' Compensation or similar law.

DEFINED TERMS

The following terms have special meanings and when used in this Plan will be capitalized.

Active Employee is an Employee who is on a regular appointment with the University and who is scheduled to perform the duties of his or her job with the University on a full-time basis. Regular appointment means a Full-Time Equivalent of 75%, i.e., 30 hours per week.

Actively At Work means the active expenditure of time and energy in the service of the University. An Active Employee shall be deemed actively at work on each day of a regular paid vacation, or on a regular non-working day on which he/she is not totally disabled, providing he/she was actively at work on the last preceding regular work day.

Amendment means a formal document that changes the provisions of the Plan Document, duly signed by the authorized person or persons as designated by the Plan Administrator.

Benefit Percentage means that portion of eligible expenses to be paid by the Plan in accordance with the coverage provisions as stated in the Plan. It is the basis used to determine any out-of-pocket expenses in excess of the annual deductible which are to be paid by the Covered Person.

Benefit Year means a period of time commencing with the effective date of this Plan or the Plan Anniversary, and terminating on the date of the next succeeding Plan Anniversary.

Calendar Year means January 1st through December 31st of the same year.

Claims Review Committee means the three-member University committee appointed by the Vice President for Administrative Services with authority to review and consider Participants' appeals of denied claims. The Committee shall have no power to alter or amend the provisions of the Plan.

Claims Supervisor means the persons or firm employed by the University to provide employee benefit administration services to the University in connection with the operation of the Plan and any other functions, including processing and payment of claims.

Close Relative means the spouse, sponsored dependent, parent, brother, sister, child, spouse or sponsored dependent's parent of the Covered Person.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Coinsurance means the percentage the Covered Person is responsible for after the Deductible is satisfied or as required when the Deductible is waived. Refer to the Schedule of Benefits for the Coinsurance maximum and when it is required.

Cosmetic Dentistry means dentally unnecessary procedures.

Cosmetic Surgery means medically unnecessary surgical procedures, usually, but not limited to, plastic surgery directed toward preserving beauty or correcting scars, burns or disfigurements. Cosmetic Surgery is typically surgery that changes:

The texture or appearance of the skin; or

The relative size or position of any body part

when such surgery is performed primarily for psychological purposes or is not needed to correct or improve a bodily function.

Covered Expenses means any medically necessary treatments, services, or supplies that are not specifically excluded from coverage elsewhere in the Plan.

Covered Person is an Employee, Retiree (under COBRA) or Dependent who is covered under this Plan.

Deductible means a specified dollar amount of covered expenses which must be incurred during a benefit period before any other covered expenses can be considered for payment according to the Schedule of Benefits.

Dentist is a person who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.

Disability and Disabled means the Covered Person's inability because of sickness or injury to work at his/her normal job.

Disability Due to Injury means Disability that:

- (1) Occurs solely and directly because of an accidental injury; and
- (2) Begins within thirty (30) days of the accident.

Disability Due to Sickness means Disability that:

- (1) Occurs directly or indirectly because of disease, mental disorder, nervous disorder, alcoholism or drug abuse; or
- (2) Is not a Disability Due to Injury.

Employee means a person who is an Active, regular Employee of the University, regularly scheduled to work for the University in an employee/employer relationship.

Employer is Missouri State University.

Experimental and/or Investigational means services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the dental community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/nonexperimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The decision of the Plan Administrator will be final and binding on the Plan. The Plan Administrator will be guided by the following principles:

- (1) if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
- (2) if the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or
- (3) if Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

However, routine patient care costs for a phase III clinical trial for prevention, early detection and treatment of cancer will be covered according to Missouri Revised Statutes when the trial is approved or funded by one of the following entities:

- (a) One of the National Institutes of Health (NIH),
- (b) An NIH cooperative group or center,
- (c) The FDA in the form of an investigational new drug application,
- (d) The federal Department of Veterans' Affairs or Defense,
- (e) An institutional review board in that state that has an appropriate assurance approved by the Department of Health and Human Services assuring compliance with and implementation of regulations for the protection of human subjects (45 CFR 46), or
- (f) A qualified research entity that meets the criteria for NIH Center support grant eligibility.

However, routine patient care costs for a phase II clinical trial for prevention, early detection and treatment of cancer will be covered according to Missouri Revised Statutes if:

- (a) The trial is sanctioned by the National Institutes of Health (NIH) or National Cancer Institute (NCI) and conducted at academic or National Cancer Institute Center; and
- (b) The person covered under this section is enrolled in the clinical trial. This section shall not apply to persons who are only following the protocol of phase II of a clinical trial, but not actually enrolled.

“Cooperative group” is a formal network of facilities that collaborate on research projects and have an established NIH-approved Peer Review Program operating with the group, including the NCI Clinical Cooperative Group and the NCI Community Clinical Oncology program.

“Routine patient care costs” shall include coverage for reasonable and Medically Necessary services needed to administer the drug or device under evaluation in the clinical trial. Routine patient care costs include all items and services that are otherwise generally available to a qualified individual that are provided in the clinical trial except:

- (a) The investigation item or service itself;
 - (b) Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
 - (c) Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial; or
- (4) if Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, service, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use.

Family Unit is the covered Active Employee and the family members who are covered as Dependents under the Plan.

Hospital is an institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a Hospital by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or the Healthcare Facilities Accreditation Program (If the Hospital is not accredited by one of the previous entities but has received accreditation through an entity recognized by CMS as an alternative to JCAHO, then this Plan will also recognize the facility as accredited.); it is approved by Medicare as a Hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of Physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises. If the Plan has a network that credentials their providers for participation in the network, the facility will be considered eligible regardless of the accreditation or Medicare status required in this definition.

Illness means a bodily disorder, disease, physical sickness, mental infirmity, or functional nervous condition of a Covered Person. A recurrent illness will be considered one illness unless the concurrent illnesses are totally unrelated. All such disorders existing simultaneously which are due to the same or related causes shall be considered one illness.

Injury means an accidental physical Injury to the body caused by unexpected external means.

Institution of Learning means any accredited high school, accredited college or university, including other recognized educational institutions such as nursing schools, trade school, etc., with full-time curricula, regardless of the length of the term.

Late Enrollee means a Plan Participant who enrolls under the Plan other than during the first 30-day period in which the individual is eligible to enroll under the Plan or during a Special Enrollment Period.

Legal Guardian means a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

Legally Separated (Legal Separation) means, for purposes of this Plan, a legally married couple who have successfully petitioned a court to recognize their separation.

Life Threatening is defined as any serious illness or injury that:

- (1) May result in permanent impairment of a bodily function or permanent damage to a body part.
- (2) May necessitate immediate medical or surgical intervention to preclude permanent impairment of a body function or permanent damage to a body structure.
- (3) Examples: burns, loss of organs, loss of limbs, and blindness.

Medically or Dentally Necessary care and treatment is recommended or approved by a Dentist; is consistent with the patient's condition or accepted standards of good dental practice; is medically proven to be effective treatment of the condition; is not performed mainly for the convenience of the patient or provider of dental services; is not conducted for research purposes; and is the most appropriate level of services which can be safely provided to the patient.

All of these criteria must be met; merely because a Physician recommends or approves certain care does not mean that it is Medically Necessary.

The Plan Administrator has the discretionary authority to decide whether care or treatment is Medically Necessary.

Named Fiduciary means Missouri State University which has the authority to control and manage the operation and administration of the Plan.

Newborn means an infant from the date of his/her birth until the initial hospital discharge or until the infant is fourteen (14) days old, whichever occurs first.

No-Fault Auto Insurance is the basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Other Facility Provider shall mean any of the following: Ambulatory Care Facility, Substance Abuse Treatment Facility, free-standing dialysis facility, Outpatient psychiatric facility, psychiatric day treatment facility, psychiatric Hospital, Hospice, Extended Care Facility, or rehabilitation Hospital, which is licensed as such in the jurisdiction in which it is located.

Other Professional Provider or **Professional Provider** shall mean the following persons or practitioners, including Physicians, acting within the scope of such provider's license which is certified and licensed in the jurisdiction in which the services are provided:

Audiologist	Licensed Practical Nurse
Anesthetist	Pharmacist
Emergency Medical Technician	Registered Nurse
Independent Laboratory Technician	
Any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his/her license.	

Outpatient Care is treatment including services, supplies, and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician's office, laboratory, or X-ray facility, an Ambulatory Surgical Center, or the patient's home.

Participant means an Active Employee.

Physician means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.) and Doctor of Chiropractic (D.C.).

Plan means Missouri State University Employee Dental Plan, which is a benefits plan for certain employees of Missouri State University and is described in this document.

Plan Administrator means Missouri State University which is responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan connected services.

Plan Year is the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

Prescription Drug means any of the following: a Food and Drug Administration-approved drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed Physician. Such drug must be Medically Necessary in the treatment of a Sickness or Injury. Fertility drugs and over-the-counter drugs/supplies are not a covered expense under the Plan unless stated otherwise.

Preventive Care is intended to prevent the onset of an illness or a disease or to provide an early diagnosis of a medical condition which is not known or reasonably suspected by the Physician or patient. Preventive care includes routine, periodic or annual examinations, screening examinations, evaluation procedures, preventive medical care, or treatment or services not directly related to the diagnosis or treatment of a specific injury, illness or pregnancy-related condition as determined appropriate by the Physician in consultation with the patient.

Retired Employee is a former Active Employee of the University who was retired while employed by the University, is eligible for and receiving a retirement pension from the University's public retirement plan, and who maintains continuous coverage under the University's Group Health Insurance Plan, and who elects to contribute to the Plan the contribution required from the Retired Employee.

Second Surgical Opinion means an evaluation of the need for surgery by a second doctor (or a third doctor if the opinions of the doctor recommending surgery and the second doctor are in conflict), including the doctor's exam of the patient and diagnostic testing.

Sickness for all Covered Persons except a Dependent daughter, means an Illness, disease or Pregnancy. Pregnancy or its complications are not covered for Dependent daughter.

Sponsored Dependent is defined on the Employer's Sponsored Dependent Missouri State University Affidavit form.

Spouse means the person recognized as the Participant's husband or wife under the laws of the state where the Participant lives. The Plan Administrator may require documentation proving a legal marital relationship. (Refer to the Eligibility section of this document.)

Surviving Spouse or Sponsored Dependent means the person recognized as the deceased covered Retired Employee's a) husband or wife (or the husband or wife of a deceased Active Employee who was eligible for retirement at the time of his/her death) under the laws of the state in which the Retired Employee lived or b) Sponsored Dependent; and who had been continuously covered since retirement as an eligible dependent of the Retired Employee prior to the death. This person is eligible only through COBRA coverage.

Total Disability (Totally Disabled) means: In the case of an Active Employee, the complete inability to perform any and every duty of his or her occupation or of a similar occupation for which the person is reasonably capable due to education and training, as a result of Injury or Sickness. Total Disability will be determined by the University.

In the case of a Dependent child, the complete inability as a result of Injury or Sickness to perform the normal activities of a person of like age and sex in good health.

Usual and Customary Allowance is determined by the Plan Administrator using the following information:

- (1) Third Party data;
- (2) Contracted allowables;
- (3) Medicare data;
- (4) Historical data of Claims Supervisor;
- (5) Geographic region of provider;
- (6) Cross-section of providers in geographic areas other than where the service is provided if the service is performed less frequently or is a newer service;
- (7) The nature and severity of the condition being treated. It will also consider medical complications or unusual circumstances that require more time, skill or experience; and/or
- (8) Any other available data to make the determination.
- (9) When Usual and Customary Allowance cannot be determined with any of the above, the Plan Administrator or its designee has the discretionary authority to decide the reasonable allowance for the care, treatment or service.
- (10) The Plan Administrator or its designee has the discretionary authority to determine if the established allowance is Reasonable.

For the purposes of this section, "Reasonable" means not excessive or extreme.

The Plan will consider the actual charge billed if it is less than the Usual and Customary Allowance.

HOW TO SUBMIT A CLAIM

Benefits under this Plan shall be paid only if the Plan Administrator decides in its discretion that a Covered Person is entitled to them.

When a Covered Person has a Claim to submit for payment that person must:

- (1) Obtain a Claim form from the Claims Supervisor or www.med-pay.com.
- (2) Complete the Employee portion of the form. ALL QUESTIONS MUST BE ANSWERED.
- (3) Have the Dentist complete the provider's portion of the form if an itemized bill with diagnosis is not available.
- (4) For Plan reimbursements, attach bills for services rendered. ALL BILLS MUST SHOW:
 - Name of Plan
 - Employee's name
 - Name of patient
 - Name, address, telephone number of the provider of care
 - Diagnosis
 - Type of services rendered, with diagnosis and/or procedure codes
 - Date of services
 - Charges
- (5) Send the above to the **address on the ID card** or Claims Supervisor at this address (if the address on the ID card is different, sending claims to the Claims Supervisor may cause a delay in the processing of the claim):

Med-Pay, Inc.
PO Box 10909
Springfield, Missouri 65808
(417) 886-6886 or (800) 777-9087

WHEN CLAIMS SHOULD BE FILED

Claims must be filed with the Claims Supervisor within 365 days of the date charges for the service were incurred. If the Covered Person's coverage terminates, all claims must be filed within 90 days of the Covered Person's termination date. If the termination is due to death, the regular filing limit applies. The following additional filing limitations apply:

- (1) Charges that were not previously submitted but related to a processed claim are considered a new claim and must be filed in the time limit above.
- (2) Corrected information submitted on a processed claim is considered an appeal and not a newly filed claim. The filing limit will follow the appeal limit. Refer to the Grievance and Appeal Processed and Procedures section below.
- (3) If it is not reasonably possible to submit the claim in the time limit above (i.e., if the person has primary insurance with another plan and this plan is the secondary plan, if the person is not capable of submitting the claim due to illness, etc.), the filing period will be 12 months from the date of service. The Claims Supervisor will determine if it was or was not reasonably possible for the claim to be submitted within the time limit above.
- (4) If the Plan should terminate, all claims must be filed within 30 days of the Plan's termination date.

Benefits are based on the Plan's provisions at the time the charges were incurred.

PROCESSING OF THE FILED CLAIM

The Claims Supervisor will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Covered Person seek a second opinion. Every effort will be made to process

claims as quickly as possible. Although more complicated claims may take longer, most claims are processed within fourteen (14) days or less from the date they are received by the Claims Supervisor. The Participant will receive an Explanation of Benefits (EOB) form which will indicate what services were paid for, how much was paid, who was paid, when payment was made, and why payment for some services was not made or made only in part.

A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If a claim is wholly or partially denied, the Claims Supervisor will furnish the Participant with a written notice of this denial. This written notice may also indicate what other information, if any, would be necessary for the claim to be reconsidered.

CLAIM APPEAL PROCEDURE

If a claim is wholly or partially denied, the Claims Supervisor will inform the Participant in writing of the reason(s) for denial, either in an Explanation of Benefits (EOB) form or a letter. Such notice of denial will contain:

- (1) the specific reason or reasons for denial of the claim; and
- (2) a specific reference to the pertinent Plan provision(s) upon which the denial is based; and
- (3) a description of any additional materials or information required of the Participant in order to reconsider the claim; and
- (4) an explanation of the claims appeal review procedure.

The Participant may ask the Claims Supervisor in writing for a review of the denied claim within 180 days of receipt of the notice of a denied claim. This written request for review should state the reasons why the Participant feels the claim should not have been denied. It should include any additional documents (medical records, etc.) which the Participant believes support his/her claim. The Participant may also ask additional questions or make comments and may review pertinent documents. In normal cases, the Participant will receive a final determination within sixty (60) days of the date the request for review is received by the Claims Supervisor. In special cases requiring a delay, the Participant will receive notice of a final determination no later than one hundred and twenty (120) days after the request for review is received by the Claims Supervisor.

If, after considering the request for review, the Claims Supervisor's final determination is to deny the claim, the Participant may continue the appeal procedure by requesting a review of the denied claim by the University's Claims Review Committee. Such request must be in writing and submitted within sixty (60) days of receipt of the Claims Supervisor's final determination. The written request to the Claims Review Committee must be sent to:

The Office of Human Resources
Attn: Claims Review Committee
Missouri State University
901 South National Avenue
Springfield, MO 65897

And must include:

- (1) the employee's name, his or her Social Security number, the patient's name, and the pertinent circumstances related to the claim.
- (2) a clear and concise explanation of the reason or reasons for appealing the denied claim.

The Participant may submit to the Claims Review Committee such additional documents which he/she believes support the claim. The Participant may review pertinent documents and submit issues and comments in writing. The Claims Review Committee may, at its discretion, invite the Participant to present his/her reason(s) for the appeal to the Committee in person. In this event, the Committee will allow the Participant not less than ten (10) calendar days preparation time prior to the hearing, unless the Participant and the Claims Review Committee agree otherwise.

In performing its review of the denied claim(s), the Claims Review Committee may seek and obtain

additional information and/or recommendations relevant to the denied claim(s) under review. Such additional information or recommendations may be in the form of written documents or oral statements from health care providers, claims administrators, benefits consultants, legal counsel, or other persons whose information or expertise the Committee deems necessary or desirable. Where the Committee obtains additional facts adverse to or not known to the Participant, and which the Committee determines are substantially material or dispositive with respect to the appeal, the Committee will cause the Participant to be informed of these facts or information and afford the Participant ten (10) calendar days to respond to the facts or information.

In rendering its decision(s), the Committee's powers shall be limited in that the Committee shall have no power to alter or amend the provisions of the Plan. The Participant shall be notified in writing of the decision of the Claims Review Committee within sixty (60) calendar days of arriving at its decision but no later than sixty (60) calendar days from the close of the hearing. Such notification will include the specific reason(s) for the decision and reference the pertinent provision(s) of the Plan upon which the decision was based.

The decision of the Claims Review Committee shall be final and shall be implemented by the Claims Supervisor upon notification of such decision by the Claims Review Committee.

COORDINATION OF BENEFITS

Coordination of the benefit plans. Coordination of benefits sets out rules for the order of payment of Covered Charges when two or more plans -- including Medicare -- are paying. When a Covered Person is covered by this Plan and another plan, or the Covered Person's Spouse or Sponsored Dependent is covered by this Plan and by another plan or the couple's Covered children are covered under two or more plans, the plans will coordinate benefits when a claim is received.

The plan that pays first according to the COB rules (Refer to Benefit Plan Payment Order that follows) will pay as if there were no other plans involved. As a subsequent plan, this Plan will consider the allowable amount to be the lesser of:

- (1) the allowable amount minus applicable deductible and co-insurance or
- (2) the allowable amount minus the primary insurance payment.

The Total payment by this Plan may be reduced so as not to exceed 100% of this total allowable amount when added to any preceding plan's reimbursement and any responsibility of the Covered Person. Should the reimbursement(s) by any preceding plan(s) exceed this total allowable, no payment will be made by this Plan.

Benefit plan. This provision will coordinate the dental benefits of a benefit plan. The term benefit plan means this Plan or any one of the following plans:

- (1) Group or group-type plans, including franchise or blanket benefit plans.
- (2) Blue Cross and Blue Shield group plans.
- (3) Group practice and other group prepayment plans.
- (4) Federal government plans or programs. This includes Medicare.
- (5) Other plans required or provided by law. This does not include Medicaid or any benefit plan like it that, by its terms, does not allow coordination.
- (6) No Fault Auto Insurance, by whatever name it is called, when not prohibited by law.

Allowable Charge. To be considered a Covered Charge under this Plan, treatment, services and/or supplies must meet all of the following criteria: **(1)** Medically/Dentally Necessary; **(2)** Ordered by an appropriate Physician; **(3)** Not excluded under the Plan; and **(4)** Meets the standards of care for the diagnosis.

Benefit plan payment order. When two or more plans provide benefits for the same allowable charge, benefit payment will follow these rules.

- (1) Plans that do not have a coordination provision, or one like it, will pay first. Plans with such a provision will be considered after those without one.
- (2) Plans with a coordination provision will pay their benefits up to the Allowable Charge:
 - (a) The benefits of the plan which covers the person directly (that is, as an employee, member or subscriber) ("Plan A") are determined before those of the plan which covers the person as a dependent ("Plan B").
 - (b) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers that person as a laid-off or Retired Employee. The benefits of a benefit plan which covers a person as a Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Dependent of a laid off or Retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

- (c) The benefits of a benefit plan which covers a person as an Employee who is neither laid off nor retired or a Dependent of an Employee who is neither laid off nor retired are determined before those of a plan which covers the person as a COBRA beneficiary.
- (d) When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:
 - (i) The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;
 - (ii) If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.
- (e) When a child's parents are divorced or legally separated, these rules will apply:
 - (i) This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.
 - (ii) This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.
 - (iii) This rule will be in place of items (i) and (ii) above when it applies. A court decree may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.
 - (iv) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.
 - (v) For parents who were never married to each other, the rules apply as follows as long as paternity has been established:

The Plan of the Custodial Parent;
 The Plan of the Spouse or Sponsored Dependent of the custodial parent (if custodial parent is an Employee of the University);
 The Plan of the non-custodial parent; and then
 The Plan of the Spouse or Sponsored Dependent of the non-custodial parent (if the non-custodial parent is an Employee of the University).

If a court decree states that one of the parents is responsible for the Dependent Child's health care expenses or health insurance coverage, that Plan is primary. This rule applies to Claim Determination Periods or Plan Years commencing after the Plan is given notice of the court decree.

If a court decree states that both parents are responsible for the Dependent Child's health care expense or health insurance coverage, the provisions of subparagraph d of this section shall determine the order of benefits.

For the purposes of this section:

Custodial Parent means the parent awarded custody by a court decree; or in the absence of a court decree, is the parent with whom the child resides more than one-half of the Calendar Year excluding any temporary visitation.

In the case where the parents are not married but are living together, absent any court decree directing otherwise, the Custodial Parent shall be deemed to be the mother of the child and her plan shall be the primary plan.

Claim Determination Period means a Calendar Year. Claim Determination Period does not include any part of the Calendar Year during which a claimant has no coverage under this Plan, or before the date this COB provision or a similar provision takes effect.

- (f) If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first. When there is a conflict in coordination of benefit rules, the Plan will never pay more than 50% of allowable charges when paying secondary.
- (3) Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon the benefit determination by Medicare under Parts A, B and D or this Plan, if the benefit would be less. This Plan will always follow the standard Medicare Secondary Payer rules as may be revised from time to time.
- (4) If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.
- (5) The Plan will pay primary to Tricare and a State child health plan to the extent required by federal law.

Claims determination period. Benefits will be coordinated on a Calendar Year basis. This is called the claims determination period.

Right to receive or release necessary information. To make this provision work, this Plan may give or obtain needed information from another insurer or any other organization or person. This information may be given or obtained without the consent of or notice to any other person. A Covered Person will give this Plan the information it asks for about other plans and their payment of allowable charges.

Facility of payment. This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

Right of recovery. This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Covered Person. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the allowable charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

COORDINATION WITH MEDICARE

Active Employee over age 65. If an Active Employee continues working beyond age 65, his/her health care coverage will remain in force at the prevailing employee contribution rates. In this situation, any medical claims incurred will be covered first by group coverage through the University (regardless of Medicare eligibility). Active Employees, however, are encouraged to sign up for Part A of Medicare. Before reaching his/her 65th birthday, it is suggested that the Active Employee contact the Social Security office to get more information about enrolling for Medicare coverage. Any claim amounts not paid by the University may then be submitted to Medicare for consideration of payment, if applicable.

Also, if an Active Employee's spouse or Sponsored Dependent is over age 65, the University Plan will be considered the primary payer for him/her as well, as long as he/she remains an Active Employee of the University.

EXCEPTION TO MEDICAID

The Plan shall not take into consideration the fact that an individual is eligible for or is provided medical assistance through Medicaid when enrolling an individual in the Plan or making a determination about the payments for benefits received by a Covered Person under the Plan.

THIRD PARTY RECOVERY PROVISION

RIGHT OF SUBROGATION AND REFUND

To the extent authorized by Section 376.433 of Missouri Revised Statutes, Missouri State University shall have the right of subrogation against third parties who are liable by reason of neglect or willful acts for causing health expenses to be paid out by Missouri State University under its Plan of self insurance. The rights, obligations and remedies available to Missouri State University are limited by the provisions of Section 208.215 R.S. Mo.

COBRA CONTINUATION OPTIONS

A federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), requires that most employers sponsoring a group health plan ("Plan") offer Employees and their families covered under their health plan the opportunity for a temporary extension of health coverage (called "COBRA continuation coverage") in certain instances where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of the rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator to Plan Participants who become Qualified Beneficiaries under COBRA.

Note: Special COBRA rights apply to employees who have been terminated or experienced a reduction of hours and who qualify for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 1974. These employees must have made petitions for certification to apply for TAA on or after November 4, 2002.

The employees, if they do not already have COBRA coverage, are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended.

Any employee who qualifies or may qualify for assistance under this special provision should contact his or her Plan Administrator for further information.

What is COBRA continuation coverage? COBRA continuation coverage is group health plan coverage that an employer must offer to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates for up to a statutory-mandated maximum period of time or until they become ineligible for COBRA continuation coverage, whichever occurs first. The right to COBRA continuation coverage is triggered by the occurrence of one of certain enumerated events that result in the loss of coverage under the terms of the employer's Plan (the "Qualifying Event"). The coverage must be identical to the Plan coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

Who is a Qualified Beneficiary? In general, a Qualified Beneficiary is:

- (i) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse or Sponsored Dependent of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (ii) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage. If, however, an individual is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the Plan coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (iii) A covered Employee who retired on or before the date of substantial elimination of Plan coverage which is the result of a bankruptcy proceeding under Title 11 of the U.S. Code with respect to the University, as is the Spouse, Sponsored Dependent, surviving Spouse, Sponsored Dependent or Dependent child of such a covered Employee if, on the day before the bankruptcy Qualifying Event, the Spouse, surviving Spouse, Sponsored Dependent or Dependent child was a beneficiary under the Plan.

The term "covered Employee" includes not only common-law employees (whether part-time or full-time) but also any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan (e.g., self-employed individuals, independent contractor, or corporate director).

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a qualified beneficiary, then a Spouse, Sponsored Dependent or Dependent child of the individual is not considered a Qualified Beneficiary by virtue of the relationship to the individual.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

What is a Qualifying Event? A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (i) The death of a covered Employee.
- (ii) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (iii) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (iv) A covered Employee's enrollment in the Medicare program.
- (v) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (e.g., attainment of the maximum age for dependency under the Plan).
- (vi) A proceeding in bankruptcy under Title 11 of the U.S. Code with respect to an employer from whose employment a covered Employee retired at any time.

If the Qualifying Event causes the covered Employee, or the Spouse, Sponsored Dependent or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the University, any substantial elimination of coverage under the Plan occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of the COBRA law are also met. Any increase in contribution that must be paid by a covered Employee, or the Spouse, Sponsored Dependent, or Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event occurs, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

What is the election period and how long must it last? An election period is the time period within which the Qualified Beneficiary can elect COBRA continuation coverage under the University's Plan. A Plan can condition availability of COBRA continuation coverage upon the timely election of such coverage. An election of COBRA continuation coverage is a timely election if it is made during the

election period. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event? In general, the University or Plan Administrator must determine when a Qualifying Event has occurred. However, each covered Employee or Qualified Beneficiary is responsible for notifying the Plan Administrator of the occurrence of a Qualifying Event that is:

- (i) A Dependent child's ceasing to be a Dependent child under the generally applicable requirements of the Plan.
- (ii) The divorce or legal separation of the covered Employee.

The Plan is not required to offer the Qualified Beneficiary an opportunity to elect COBRA continuation coverage if the notice is not provided to the Plan Administrator within 60 days after the later of: the date of the Qualifying Event, or the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event.

Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights? If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the University or Plan Administrator, as applicable.

When may a Qualified Beneficiary's COBRA continuation coverage be terminated? During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (i) The last day of the applicable maximum coverage period.
- (ii) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (iii) The date upon which the University ceases to provide any group health plan (including successor plans) to any Employee.
- (iv) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (v) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
- (vi) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (a) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (b) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

What are the maximum coverage periods for COBRA continuation coverage? The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (i) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (ii) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 - (a) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 - (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (iii) In the case of a bankruptcy Qualifying Event, the maximum coverage period for a Qualified Beneficiary who is the retired covered Employee ends on the date of the retired covered Employee's death. The maximum coverage period for a Qualified Beneficiary who is the Spouse, Sponsored Dependent, surviving Spouse or Sponsored Dependent, or Dependent child of the retired covered Employee ends on the earlier of the date of the Qualified Beneficiary's death or the date that is 36 months after the death of the retired covered Employee.
- (iv) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (v) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

Under what circumstances can the maximum coverage period be expanded? If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event.

How does a Qualified Beneficiary become entitled to a disability extension? A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage.

Can a Plan require payment for COBRA continuation coverage? Yes. For any period of COBRA continuation coverage, a Plan can require the payment of an amount that does not exceed 102% of the applicable premium except the Plan may require the payment of an amount that does not exceed 150% of the applicable premium for any period of COBRA continuation coverage covering a disabled qualified beneficiary that would not be required to be made available in the absence of a disability extension. A group health plan can terminate a qualified beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made to the Plan with respect to that qualified beneficiary.

Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments? Yes. The Plan is also permitted to allow for payment at other intervals.

What is Timely Payment for payment for COBRA continuation coverage? Timely Payment means payment that is made to the Plan by the date that is 30 days after the first day of that period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the University and the entity that provides Plan benefits on the University's behalf, the University is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, a Plan cannot require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is sent to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

Must a qualified beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage? If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan must, during the 180- day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

RESPONSIBILITIES FOR PLAN ADMINISTRATION

PLAN ADMINISTRATOR. Missouri State University Employee Dental Plan is the benefit plan of Missouri State University, the Plan Administrator, also called the Plan Sponsor. It is to be administered by the Plan Administrator in accordance with the provisions of ERISA. An individual may be appointed by Missouri State University to be Plan Administrator and serve at the convenience of the University. If the Plan Administrator resigns, dies or is otherwise removed from the position, Missouri State University shall appoint a new Plan Administrator as soon as reasonably possible.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all interested parties.

Service of legal process may be made upon the Plan Administrator.

DUTIES OF THE PLAN ADMINISTRATOR.

- (1) To administer the Plan in accordance with its terms.
- (2) To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
- (3) To decide disputes which may arise relative to a Plan Participant's rights.
- (4) To prescribe procedures for filing a claim for benefits and to review claim denials.
- (5) To keep and maintain the Plan documents and all other records pertaining to the Plan.
- (6) To appoint a Claims Supervisor to pay claims.
- (7) To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.
- (8) To maintain the Plan in accordance with all applicable State and Federal laws. If this Plan has not been amended according to a required change, the administration of the Plan will comply with the change until such time that the Plan is amended.

PLAN ADMINISTRATOR COMPENSATION. The Plan Administrator serves **without** compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

CLAIMS SUPERVISOR IS NOT A FIDUCIARY. A Claims Supervisor is **not** a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

DELAY OF DUTIES OF PLAN ADMINISTRATOR OR CLAIMS SUPERVISOR DUE TO FORCE MAJEURE. Force Majeure is a circumstance not within a person's control, including but not limited to: fire, flood, war, civil disturbance/riot, court order, strike, partial or complete destruction of facilities, etc. No suit or action in law or equity may be taken against them on account of any of these events. The Plan Administrator and Claims Supervisor will have no liability or obligation if their respective services are delayed or not provided or if medical care is delayed, not provided, or covered as non-network care due to Force Majeure. The Plan Administrator and Claims Supervisor will, however, make a good-faith effort to provide services during and subsequent to any of these events.

COMPLIANCE WITH HIPAA PRIVACY STANDARDS. Certain members of the Employer's workforce perform services in connection with administration of the Plan. In order to perform these services, it is necessary for these employees from time to time to have access to Protected Health Information (as defined below).

Under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), these employees are permitted to have such access subject to the following:

- (1) **General.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this HIPAA Privacy section is met. "Protected Health Information" shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable health information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (2) **Permitted Uses and Disclosures.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of benefits, or reimbursement for health care. "Health care operations" generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of health care providers; underwriting, premium rating and other functions related to obtaining or renewing an insurance contract, including stop-loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities. Genetic information will not be used or disclosed for underwriting purposes.
- (3) **Authorized Employees.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan. For purposes of this HIPAA Privacy section, "members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer.
 - (a) **Updates Required.** The Employer shall amend the Plan promptly with respect to any changes in the members of its workforce who are authorized to receive Protected Health Information.
 - (b) **Use and Disclosure Restricted.** An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
 - (c) **Resolution of Issues of Noncompliance.** In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the privacy official. The privacy official shall take appropriate action, including:
 - (i) Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include, oral or written reprimand, additional training, or termination of employment;
 - (iii) Mitigating any harm caused by the breach, to the extent practicable; and
 - (iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (4) **Certification of Employer.** The Employer must provide certification to the Plan that it agrees to:
 - (a) Not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;

- (b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
- (e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (g) Make available the Protected Health Information required to provide any accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
- (j) Ensure the adequate separation between the Plan and member of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

The following members of Missouri State University's workforce are designated as authorized to receive Protected Health Information from Missouri State University Group Medical Plan ("the Plan") in order to perform their duties with respect to the Plan: Director of Human Resources and Assistant Director of Human Resources, Benefits, and members of the University's Office of Human Resources who have Plan-related responsibilities.

COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS. Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), the Employer agrees to the following:

- (1) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (2) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (3) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Compliance With HIPAA Privacy Standards provisions (3) Authorized Employees and (4) Certification of Employers described above.

FUNDING THE PLAN AND PAYMENT OF BENEFITS

The cost of the Plan is funded as follows:

For Active Employee Coverage: Funding is derived solely from the funds of the University.

For Dependent Coverage: Funding is derived solely from the contributions made by the covered Active Employee.

For COBRA Continuants: Funding is derived solely from the contributions made by the covered COBRA Continuant.

The level of any Employee contributions will be set by the Plan Administrator. These Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received from the Employee or withheld from the Employee's pay through payroll deduction.

Benefits are paid directly from the Plan through the Claims Supervisor.

Assignment and Non-Alienation of Benefits: Amounts payable at any time may be used to make direct payments to health care providers. Except as applicable law may otherwise require, no benefit, right or interest of any member hereunder shall at any time be used or be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, attach, charge or otherwise encumber any such amount, whether presently or hereafter payable, shall be void. The Plan shall not be liable for or subject to the debts or liabilities of any person entitled to any amount payable under the Plan, or any part thereof.

Assignment means, for purposes of this Plan, that the Plan may pay any benefits due under this Plan directly to the Provider. The rights of a participant and the benefits to which he is entitled or for which he applies under the Plan are not assignable, except for assignment of payments directly to a provider, or in accordance with the subrogation provisions of the Plan. The Plan has full discretionary authority to accept or reject an assignment. The provisions of this Plan shall supersede any and all other assignment or alienation provisions, under whatever terms that may be used, that a member may make with a provider of health care services. Moreover, this Plan has priority lien against any and all proceeds that may be due the plan.

THE TRUST AGREEMENT

If this Plan is established under a Trust agreement, that agreement is made a part of the Plan. A copy of the appropriate agreement is available for examination by Employees and their Dependent(s) at the office of the Plan Administrator during normal business hours. Also, upon written request, the following items will be furnished to an Employee or Dependent:

- (1) A copy of the Trust agreement.
- (2) A complete list of employers and employee organizations sponsoring the Plan.

Service of legal process may be made upon a Plan trustee.

PLAN IS NOT AN EMPLOYMENT CONTRACT

The Plan is not to be construed as a contract for or of employment.

CLERICAL ERROR

Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered.

If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

PHYSICAL EXAM

The Plan has the right and opportunity to examine any Covered Person with respect to a claim for benefits that is pending under the Plan when and as often as it may reasonably require and at the Plan's expense. A Covered Person is required by the Plan to submit to such examination as a condition of coverage. This may be required to assist the Plan Administrator/Claims Supervisor in determination of non-covered services (i.e., malpractice claim, suspected felony, or other non-covered service).

PROTECTION AGAINST CREDITORS

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution, or encumbrance of any kind, and any attempt to accomplish the same shall be void. If the University shall find that an attempt has been made with respect to any payment due or to become due to any Participant, the University at its sole discretion may terminate the interest of such Participant or former Participant, his spouse, Sponsored Dependent, parent, adult child, guardian of a minor child, brother or sister, or other relative of a dependent of such Participant or former Participant, as the University may determine, and any such application shall be complete discharge of all liability with respect to such benefit payment.

AMENDING (MATERIAL MODIFICATIONS) AND TERMINATING THE PLAN

The Employer reserves the right, at any time, to amend, suspend or terminate the Plan in whole or in part. This includes amending the benefits under the Plan or the Trust agreement (if any). Material Modifications to the Plan will be provided to all Covered Persons in the time period required by law.

LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on the Plan prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirement of the Plan, nor shall such action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by the Plan.

TIME LIMITATION

If any time limitation of the Plan with respect to giving notice of claims or furnishing proof of loss, or the bringing of an action at law or in equity, is less than that permitted by the law of the state in which the Plan is existent, such limitation is hereby extended to agree with the maximum period permitted by such law.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

STATEMENTS

In the absence of fraud, all settlements made by a Covered Person will be deemed representations and not warranties. No such representations will void the Plan benefits or be used in defense to a claim hereunder unless a copy of the instrument containing such representations is or has been furnished to such Covered Person.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For the purposes of determining applicability and implementing the terms of this provision of this Plan or any provision of similar purpose of any other plans, the University may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person, which the University deems to be necessary for such purposes. Any person claiming benefits under this Plan shall furnish to the University such information as may be necessary to implement this provision.

MISCELLANEOUS

Section titles are for the convenience of reference only, and are not to be considered in interpreting this Plan. No failure to enforce any provision of this Plan shall affect the right thereafter to enforce such provision, nor shall such failure affect its right to enforce any other provision of this Plan.

COOPERATION BY COVERED PERSON

Circumstances may arise in which the Employer or the Claims Supervisor may require a Covered Person to furnish information concerning an Injury or Sickness, or a service or supply relating to that Injury or Sickness, or any other information that directly or indirectly relates to benefits paid or payable from the Plan. Each Covered Person, in consideration of the coverage provided by the Plan, must fully cooperate and provide any and all information requested and execute any and all documents that will enable the Employer or the Claims Supervisor to access such information. In the event a Covered Person fails to comply with this cooperation provision within 30 days of a request or provides false information in response to such request, payment of all benefits under the Plan (whether or not such benefits relate to the requested information) may be suspended and/or coverage may be terminated either retroactively or prospectively in the Employer's sole discretion. In addition, the Employer or the Claims Supervisor may pursue any other remedy available to it, including obtaining an injunction to require cooperation, or recovering from the covered person or beneficiary damages for any loss incurred by it as a result of the failure to cooperate or the provision of false information.

GENERAL PLAN INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded group dental Plan and the administration is provided through a Third Party Claims Supervisor. The funding for the benefits is derived from the funds of the University and contributions made by covered Employees.

PLAN NAME: Missouri State University Employee Dental Plan

PLAN NUMBER: 502

GROUP NUMBER: 090188MSU

TAX ID NUMBER: 44-6000308

PLAN EFFECTIVE DATE: September 1, 1988. Herein revised January 1, 2016.

PLAN YEAR ENDS: December 31st

EMPLOYER INFORMATION

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PLAN ADMINISTRATOR

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CLAIMS SUPERVISOR

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PO Box 10909
Springfield, Missouri 65808
(417) 886-6886 or (800) 777-9087

BY THIS AGREEMENT, Missouri State University Employee Dental Plan is hereby adopted as shown.

IN WITNESS WHEREOF, this instrument is executed for Missouri State University on or as of the day and year first below written.

By _____
Plan Administrator
Missouri State University

Date _____ January 1, 2016 _____

Witness _____

Date _____ January 1, 2016 _____

III.E.4.

RECOMMENDED ACTION - Approval of Amendment 3 to Missouri State University Group Medical Plan.

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

WHEREAS, the Missouri State University Group Medical Plan (“Plan”) is a grandfathered plan under the Patient Protection and Affordable Care Act (“PPACA”) of 2010 and the Health Care and Education Reconciliation Act of 2010, referred to together as the “Affordable Care Act” (“ACA”);

WHEREAS, certain revisions to the Plan are necessary to keep it competitive, current, legally compliant and responsive to employee needs;

WHEREAS, the changes of Amendment #3 will not result in substantial cost increases for the Plan; and

WHEREAS, Administration recommends that Amendment #3 be approved, with an effective date of January 1, 2016, and that the Plan be reprinted after January 1, 2016 with all amendments incorporated therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Missouri State University Group Medical Plan be amended with the provisions of Amendment #3 as attached hereto and be reprinted as a consolidated plan incorporating all the amendment thereto.

VOTE: Aye _____
Nay _____

COMMENTS:

Med-Pay, the Third-Party Administrator of the Missouri State University Group Medical Plan (“Plan”), and MedTrak, the Missouri State University Pharmacy Benefits Manager, has recommended the changes in the attached amendment. The University Health Plan Review Committee has reviewed Amendment #3 and recommends that it be approved.

Med-Pay estimated that the changes of Amendment #3 will result in approximately \$30,000 of annual cost increases for the Plan.

MedTrak has estimated the change to the Generic Incentive program is estimated to save the Plan approximately \$150,000 annually.

In relevant part, the changes proposed under Amendment #3 are summarized as follows:

Additional Coverage

- **Hospice Care**

Most plans in the region administered by Med-Pay do not have limits on hospice care either in number of visits or dollar amount. This makes the University's Plan less competitive. The proposed change is to increase the hospice care coverage from \$2,000 to \$10,000 will make it more competitive. Data shows that the average hospice care for the last three years was \$8,200 per hospice patient indicating there will be minimal financial impact to the Plan.
- **Wigs**
 - Currently, wigs are not covered under the Plan. Employees have requested that the Plan cover wigs when hair loss has resulted from medical treatment. Four such requests have been documented in the last three years, such that the proposed change represents a minimal cost to the Plan that would be well received by employees. A lifetime maximum of \$300 for wigs will be paid by the Plan.
- **Breast Pumps and Equipment**
 - Currently, breast pumps and related equipment are not covered under the Plan; however, these items would be required if the Plan were not grandfathered. Adding coverage now would result in minimal increased cost to the Plan, and would position the Plan well in the event that grandfather status is ultimately lost. Further, the proposed coverage is in response to requests by several employees.
- **Hearing Aids**
 - Missouri law requires that hearing aids be covered for newborns. The Plan has been covering newborn hearing aids when medically indicated in order to comply with state law, despite the fact that current Plan language does not provide such coverage. Thus, the proposed language is intended to memorialize the current practice and ensure full legal compliance.

Update and Clarification Changes

- Generic Incentive language is added to limit to the cost of a generic drug if an equivalent generic drug is available when a multi-source brand name drug is dispensed.
- Speech Therapy section is clarified to ensure consistency with the current administrative practice.

- “Legally separated” language is made consistent with sponsored dependent coverage.
- “Non-compliance” is removed to ensure compliance with industry norms.
- “Eligible classes of dependent” language has been added to clarify when an employee can also be a “dependent” for another covered employee.
- Effective Date and Reprint
 - Effective date of Amendment #3 will be January 1, 2016. The Group Medical Plan should, therefore, be reprinted after January 1, 2016 as a consolidated plan incorporating all three amendments to the Plan.

AMENDMENT #3
MISSOURI STATE UNIVERSITY
EMPLOYEE BENEFIT PLAN

The Plan Document is hereby amended as follows effective January 1, 2016:

1) Change of “St. John’s” name to “Mercy”.

Page 3, Schedule of Benefits - Medical, Participating Provider Organizations is replaced with the following and any other “St. John’s” will be replaced with “Mercy”:

Regional PPO for Southwest Missouri: Mercy Health Network
 Telephone: (417) 820-9868 or if calling from outside the Springfield Missouri area (866) 732-4453
 Web site: <http://mercyoptions.net>

2) Change coverage for Hospice Care, Wigs/Prescription Drugs for Hair Loss and Breast Pumps.

Page 7 and 9, Schedule of Benefits - Medical, “Hospice Care” and “Wigs” is replaced with the following:

	TAYLOR HEALTH CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS
*Hospice Care	Not applicable.	80% after deductible \$10,000 Lifetime maximum (paid)	60% after deductible
Bereavement Counseling (Immediate family only)	Not applicable.	80% after deductible Three visits Lifetime maximum	60% after deductible
Wigs	Not applicable.	80% after in-network deductible One wig Lifetime maximum; up to \$300 paid maximum.	

Note: Refer to Medical Benefits section for coverage criteria.

Page 10, Generic Incentive language under SCHEDULE OF BENEFITS, PRESCRIPTION DRUGS; changed to the following:

Generic Incentive:

Covered Expenses will be limited to the cost of a Generic drug if an equivalent Generic drug is available when a Multi-source Brand Name drug is dispensed. In addition to the coinsurance, the Covered Person must pay the difference between the cost of the Generic drug and the Multi-source Brand Name drug.

Page 30, Medical Benefits, item (v), the following is inserted under (i) Charges for Routine Well Adult Care:

Breast pumps will be covered under this benefit as follows:

- (a) Purchase of a dual manual or a standard, dual electric breast pump is covered for all women who choose to breast feed.
- (b) Purchase of an electric breast pump is limited to once every three years upon subsequent births.
- (c) Supplies necessary for the use of a breast pump, such as tubing and an adapter are covered as needed.
- (d) Rental of a heavy duty, hospital grade electric breast pump and purchase of necessary supplies is covered when ordered by a health care provider as Medically Necessary during the time a mother and infant are separated because the infant remains hospitalized upon the mother's discharge. Once the baby is discharged, the continued rental of a hospital grade electric pump is not considered Medically Necessary. The purchase of a standard electric breast pump will then be covered as stated above.

Purchase or rental can begin any time during the first year of the newborn's life. In addition, this benefit includes coverage for counseling/training in use of the breast pump.

The following breast pumps will NOT be covered under this benefit since considered not Medically Necessary:

- (a) Purchase of a heavy duty, hospital grade electric breast pump.
- (b) Rental of a heavy duty, hospital grade electric pump after the baby is discharged from the hospital.
- (c) Replacement supplies for comfort and convenience and milk storage products.

Page 33, Medical Benefits, the following is inserted prior to item (hh):

Charges associated with the initial purchase of a wig following care and treatment related to alopecia areata or scalp infection or as a result of treatment of a covered medical condition (e.g., chemotherapy for cancer). Benefits are subject to the limits as described in the Schedule of Benefits.

Page 52, Medical Benefits Plan Exclusions, item (20) is removed and replaced with the following:

- (20) Hair loss.** Care and treatment for hair loss. Care and treatment includes wigs, hair transplants or any Prescription Drug that promises hair growth, whether or not prescribed by a Physician. However, certain Prescription Drugs with a prior authorization through the Pharmacy Benefit Manager may be approved if related to alopecia areata or scalp infection or wigs may be approved if necessary as a result of treatment of a covered medical condition (e.g., chemotherapy for cancer). (Refer to the Schedule of Benefits for benefit information).

3) Clarifications or revisions to the language.

Page 13, Eligible Classes of Dependents, the second and third paragraphs following item (4) are replaced with the following:

Dependents who are also Employees of the University

If a Full Time Employee is also eligible as a Dependent they may choose to be covered as an Employee or to decline individual coverage and be covered as a Dependent. However, if declining individual coverage, the Employee enrolled as a Dependent will be responsible for the full cost of dependent coverage. If they elect to be on the Plan as a Dependent, they will not receive employer funding that normally applies to Employee coverage. As a Dependent, they are not eligible for any wellness incentives that would reduce the Employee premium. Employees cannot be enrolled as both an Employee and Dependent.

Dependent children may only be covered under one Employee (double coverage not allowed).

Page 26, Medical Benefits, item (m) Hearing aid is replaced with the following:

- (m) Hearing aid.** The initial purchase of a hearing aid if the loss of hearing is the result of a surgical procedure performed while coverage is in effect. Coverage is also provided for newborn hearing screening, necessary newborn rescreening, audiological assessment and follow-up, and initial amplification in accordance with Missouri Law.

Page 32, Medical Benefits, item (z) Speech therapy is replaced with the following:

- (z) Speech therapy** by a licensed speech therapist. Preauthorization of therapy is recommended. Therapy must be ordered by a Physician and follow either: (a) surgery for correction of a congenital condition of the oral cavity, throat or nasal complex; or (b) an Injury or Sickness that results in loss of previously acquired speech; or (c) an Injury or Sickness that results in loss of normal swallowing mechanics. Maintenance programs are not covered. Certain non-restorative therapies may be provided to Covered Persons who qualify for Part C of the Individuals with Disabilities Education Act (RSMo 376.1218). Documentation of the approval by the Part C early intervention system must be submitted to the Claims Supervisor in order for these services to be considered a Covered Expense.

Page 44, Defined Terms, Legally Separated (Legal Separation) is replaced with the following:

Legally Separated (Legal Separation) means, for purposes of this Plan, a legally married couple who have successfully petitioned a court to recognize their separation.

Page 52, Plan Exclusions, item (21) is replaced with the following according to the change required in the Missouri Revised Statutes:

(21) Hearing aids and exams. Charges for services or supplies in connection with hearing aids (including external or implanted hearing aids) or exams for their fitting, except as described in the Medical Benefits of this Plan.

Page 53, Medical Benefits Plan Exclusions, item (35) Non-Compliance is removed.

Page 77, General Plan Information, Plan Effective Date is replaced with the following:

PLAN EFFECTIVE DATE: September 1, 1988. As restated January 1, 2011 and herein revised January 1, 2016 to consolidate changes from Amendments 1-3.

IV.A.

PRESIDENT'S REPORT

President Clif Smart's report will include updates and comments on the following topics:

1. Welcome to Homecoming
2. Point of Pride – Ad Team
3. Enrollment Update
4. Approval of 2015 Bronze Bear Award Recipient (resolution to be provided at the meeting)
5. Approval of 2015 Government Excellence Award Recipient (resolution to be provided at the meeting)

V.A.

FACULTY SENATE REPORT

Dr. Sharmistha Self, Chairperson for the Faculty Senate, will be present to make a report to the Governors. This report will be made within the guidelines approved at the October 21, 1983, meeting of the Board of Regents.

V.B.

Report from the Provost

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs.

- 1) HLC Visit Summary
- 2) Hiring Update for 2015-2016



**THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2016 THROUGH AUGUST**

Missouri State University faculty, staff, and students are involved in research, education, and service projects through the support of governmental, business, and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2016 through the month of August.

PROJECT HIGHLIGHTS

- **Dr. Rick Breault**, Visiting Professor of Reading Foundations and Technology, recently received a **\$1,156,250** award from the **U.S. Department of Education via Missouri Department of Elementary and Secondary Education**. This grant will help fund the Southwest Regional Professional Development Center programs. This grant supports activities focused on improving student achievement by providing support and resources allocated and aligned to the Missouri Education Standards and evidence-research on transition, dropout prevention, and effective teaching strategies – especially for students with disabilities. Additional activities are focused on helping school districts understand and meet federal program compliance requirements.
- **Dr. Kevin Mickus**, Distinguished Professor of Geography, Geology, & Planning (GGP) received **\$82,803** from the **National Science Foundation** to purchase a calibrated screw Burris gravimeter, which will significantly enhance the geophysics program in GGP. The gravimeter will be used in undergraduate and graduate geological courses, undergraduate and graduate research projects, and in collaborative research within the United States and worldwide.
- **Dr. Jun Luo**, Associate Professor of GGP, received **\$12,644** to develop a geographic information system (GIS) app for **Shamrock Marketing Services, Inc.** to use while servicing O’Reilly Auto Parts. The app and web-based GIS he developed will be utilized by the company’s field agents when they visit any of the O’Reilly Auto Parts locations (more than 4,500) nationwide.
- **Dr. Matthew Pierson**, Assistant Professor of the Cooperative Engineering Program, received funding from the **National Science Foundation** in the amount of **\$628,164**. This project aims to significantly increase the quality and number of graduates in the STEM fields of computer science, engineering, mathematics, and physics at MSU. This will be achieved with the use of scholarships that attract and retain students interested in STEM fields, seminar classes, volunteer opportunities, and tutoring in science courses.

RESULTS

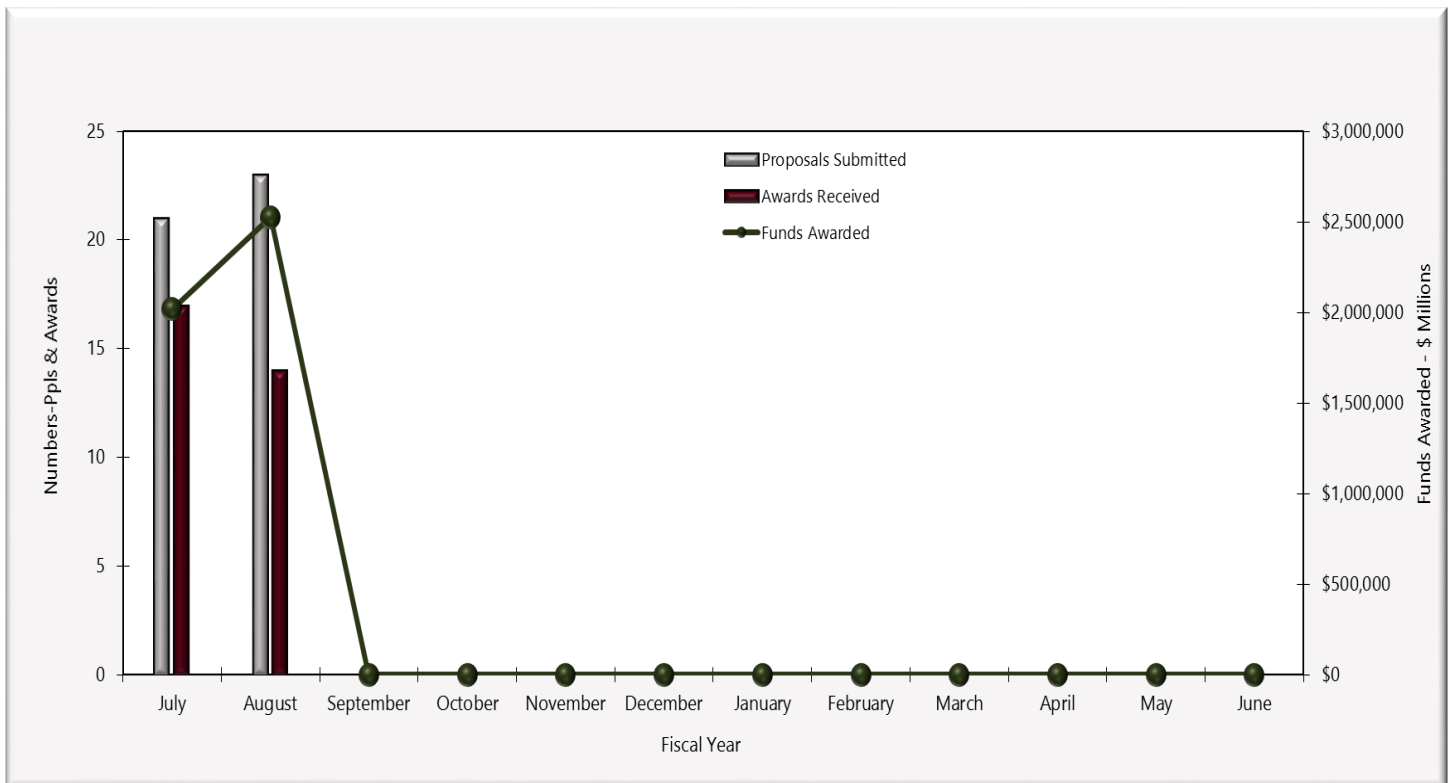
As of the end of August, the University has submitted 44 proposals for support of University-based projects. To date, 31 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$4.5 million. Some of these awards are for projects that extend over more than one year, but the full commitment for funds is allocated to the first year.

Key Indicators	Activity for FY 2016	% Change from FY 2015
Proposals Submitted	44	16%
Funds Requested	\$11,611,213	3%
Named Investigators	37	54%
Grants & Contracts Awarded	31	48%
Funds Awarded	\$4,545,399	172%

External funding activity so far in FY 2016:

Sponsored Program Activity FY 2016

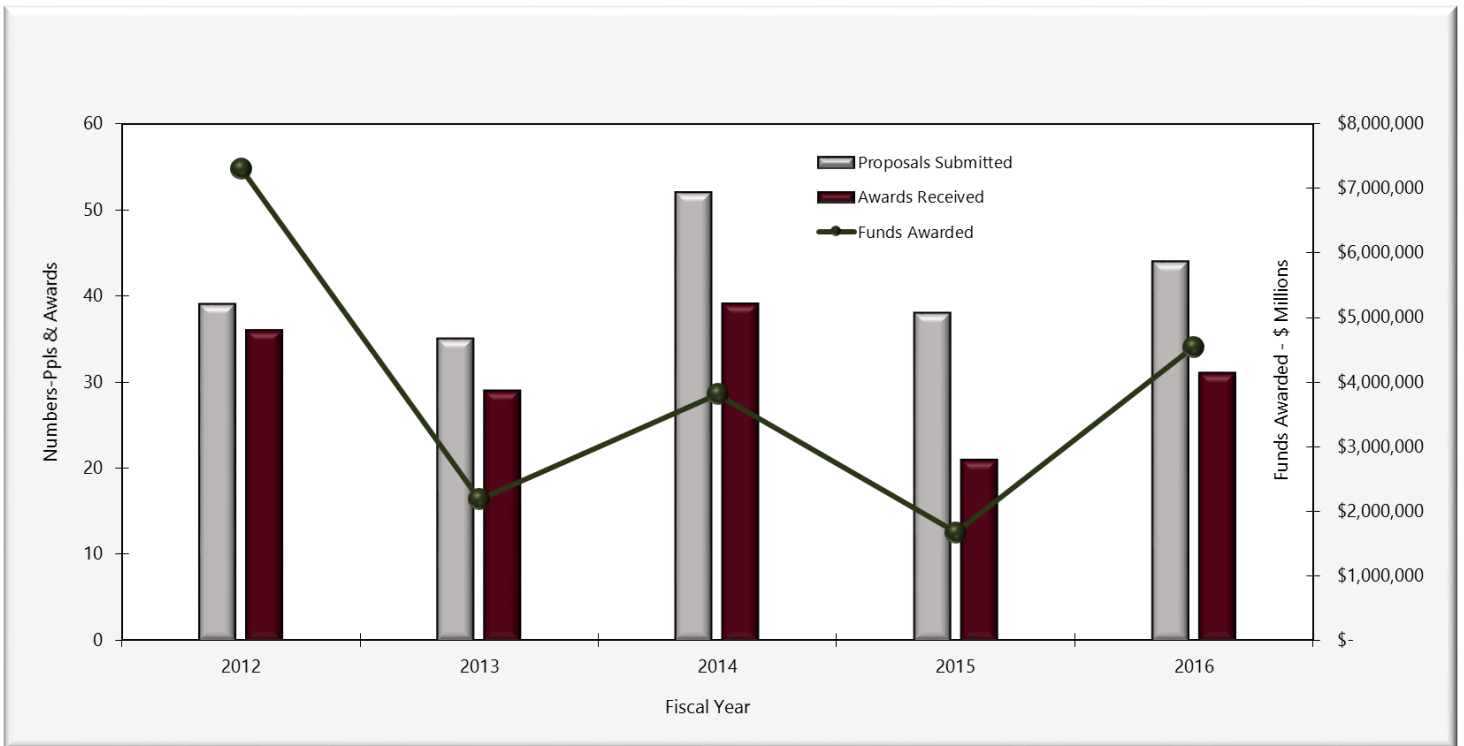
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	21	17	\$2,018,944
August	23	14	\$2,526,455
September	0	0	\$0
October	0	0	\$0
November	0	0	\$0
December	0	0	\$0
January	0	0	\$0
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	44	31	\$4,545,399



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of August (FY 2012 - FY 2016)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2012	39	14	0	1	6	15	36	\$ 10,285,469	\$ 7,304,608
2013	35	13	1	0	8	7	29	\$ 3,800,920	\$ 2,181,786
2014	52	15	0	0	16	8	39	\$ 12,771,204	\$ 3,815,968
2015	38	9	0	0	8	4	21	\$ 11,256,372	\$ 1,668,330
2016	44	16	2	0	8	5	31	\$ 11,611,213	\$ 4,545,399



Missouri State University
FY 16 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	\$
Admin & Info Services	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Arts & Letters	1	1	1	1	7	3	\$ 35,515	4	2	\$ 35,515
Center for Dispute Resolution	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Business	0	1	0	1	2	2	\$ 1,095,440	2	2	\$ 1,095,440
Center for Project Innovation & Management	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Education	0	1	0	1	2	2	\$ 29,902	2	2	\$ 29,902
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
Southwest Regional Professional Development Center	0	1	0	1	1	1	\$ 1,156,250	1	1	\$ 1,156,250
College of Health & Human Services	0	3	0	5	4	5	\$ 85,040	4	3	\$ 60,085
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	2	0	1	2	1	\$ 24,939	2	1	\$ 24,939
Center for Archaeological Research	0	0	2	0	0	2	\$ 16,000	0	1	\$ 16,000
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	0	14	0	10	17	10	\$ 868,520	12	6	\$ 893,475
Bull Shoals Field Station	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Resource Planning & Management	1	1	2	1	4	3	\$ 59,400	2	1	\$ 59,400
Center for Scientific Research & Education	0	0	0	0	0	0	\$ -	0	0	\$ -
Ozark Environmental Water Research Institute	1	1	1	1	5	3	\$ 64,502	3	2	\$ 64,502
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	1	0	0	1	0	\$ -	1	0	\$ -
President	0	0	0	0	0	0	\$ -	0	0	\$ -
Provost	0	1	1	1	1	2	\$ 8,434	0	2	\$ 8,434
Ozarks Public Health Institute	0	1	0	0	1	0	\$ -	1	0	\$ -
Research & Economic Development	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Applied Science & Engineering	1	0	0	0	1	0	\$ -	1	0	\$ -
Center for Biomedical & Life Sciences	0	1	0	1	1	1	\$ 10,267	1	1	\$ 10,267
Community & Social Issues Institute	0	0	0	0	0	0	\$ -	0	0	\$ -
International Leadership & Training Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Small Business Development & Technology Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Southwest Missouri Area Health Education Center	0	0	0	0	0	0	\$ -	0	0	\$ -
School of Agriculture	2	2	0	0	5	0	\$ -	2	0	\$ -
Center for Grapevine Biotechnology	0	0	0	1	0	1	\$ 39,584	0	1	\$ 39,584
Mid-America Viticulture & Enology Center	1	1	0	0	2	0	\$ -	2	0	\$ -
Student Affairs	1	0	2	0	1	3	\$ 555,405	1	3	\$ 555,405
West Plains	2	2	2	1	4	3	\$ 496,201	3	3	\$ 496,201
TOTAL	10	34	11	26	61	42	\$ 4,545,399	44	31	\$ 4,545,399

* **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.



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

2015 EXTERNALLY FUNDED
RESEARCH & PROGRAMS REPORT

Externally sponsored grants and contracts enhance the capacity for the University to achieve its mission through education, research, and service projects. Moreover, external funding enables faculty and staff to address the needs of communities, schools, and businesses throughout southwest Missouri and beyond. Research at Missouri State contributes to the public good, encourages faculty development, and enhances the educational process.

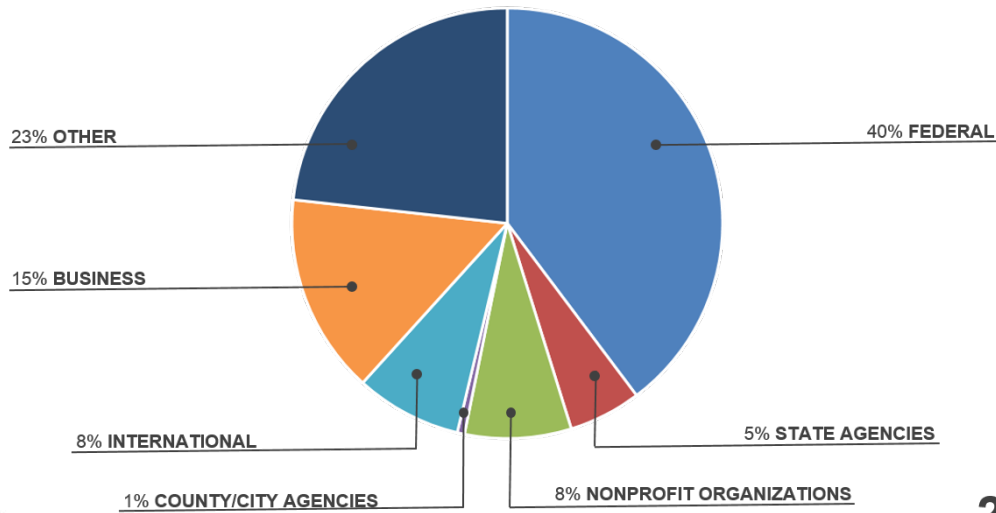
In 2014-2015, Missouri State University was awarded \$19,021,365 to support projects in research, education and service. The number of proposals submitted is the highest recorded (389); likewise, the actual number of awards the University received is the highest in the past five years (297). Approximately 15% of faculty were named investigators on awards. Federal agencies remain the leading source of grants and contracts. Six of Missouri State's major units exceeded \$1 million in annual award funding, and University centers continue to be instrumental in acquiring external funding, with approximately \$7.2 million (38%) of the total funds awarded in FY 2015.

2015

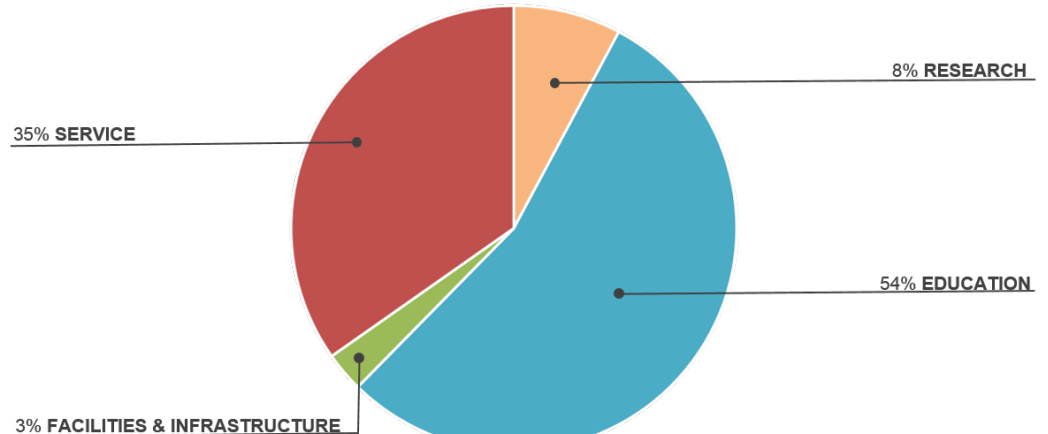
**SUMMARY OF SPONSORED
RESEARCH & PROGRAMS ACTIVITY**

Proposal Submitted	389
Funds Requested	\$52,674,920
Named Investigators	111
Grants & Contracts Awarded	297
Funds Awarded	\$19,021,365

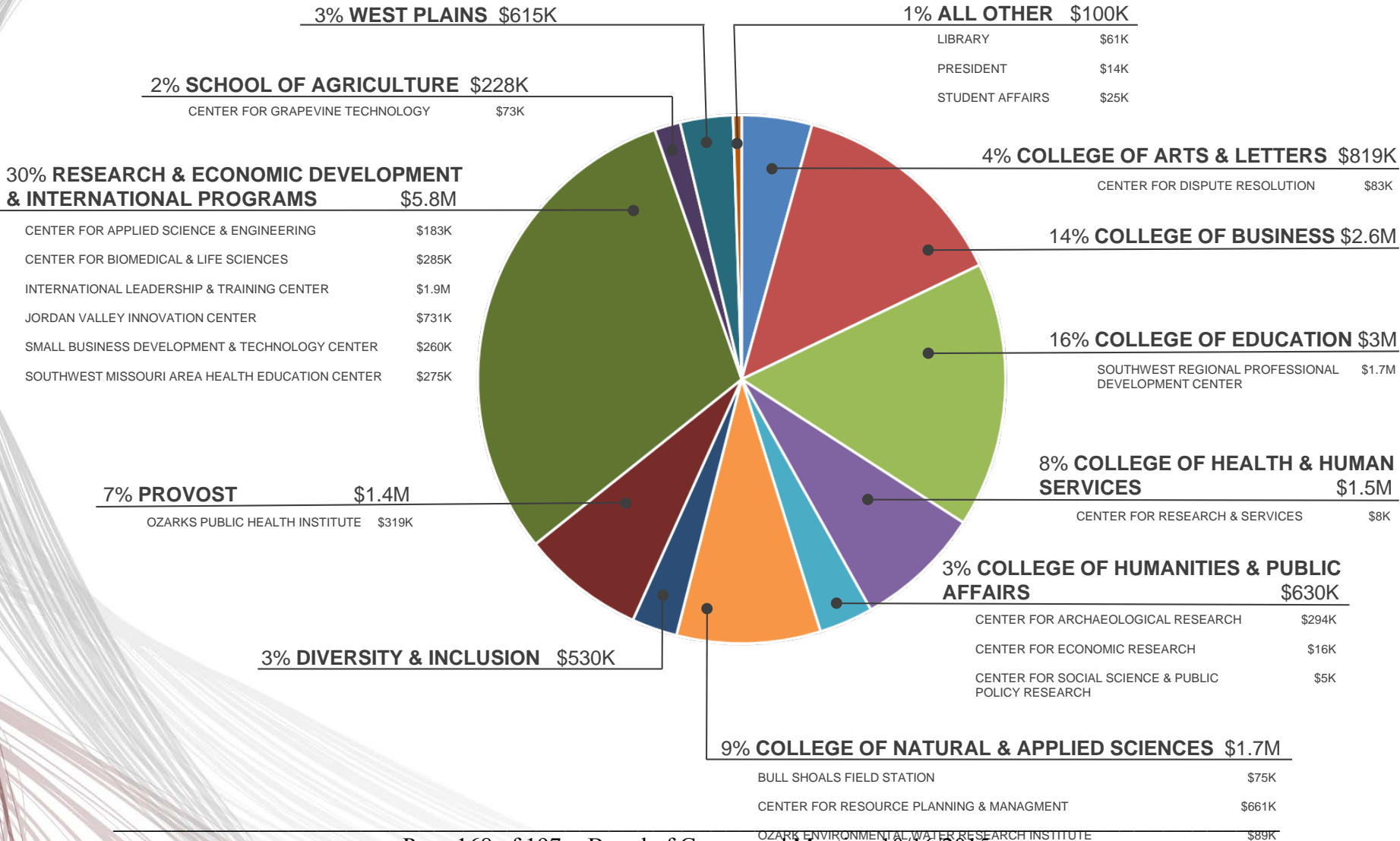
2015 Awards by Sponsor



2015 Awards by Project Types



2015 Awards by Unit



2015 Project Highlights

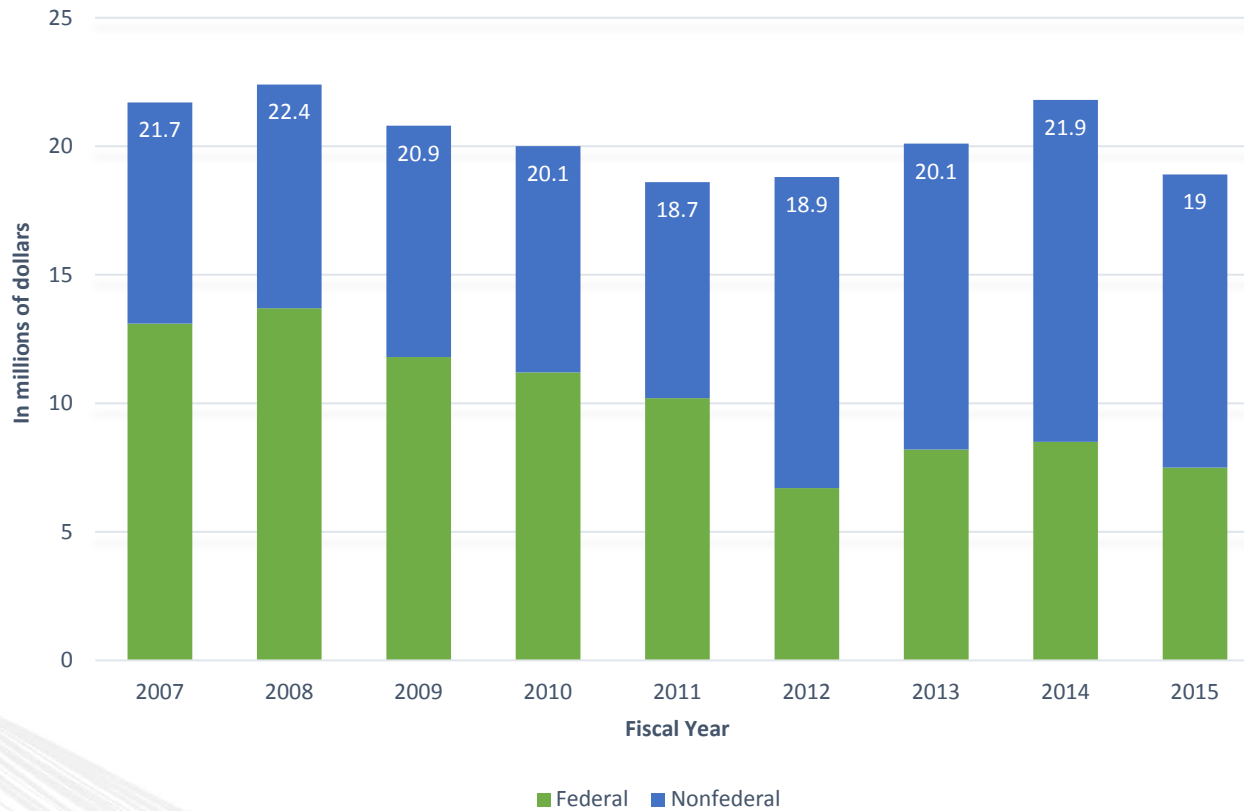
A sampling of grants & awards received in FY2015

- Funds from the U.S. Department of Health and Human Services support a project to end existing, identified social work workforce issues by creating a pipeline of undergraduate social workers with the knowledge, skills, and values to effectively deliver child welfare services.
- Another award from the U.S. Department of Health and Human Services provides funds for workshops and meetings for current and future adoptive parents to learn the significance of foster parenting.
- An award from the National Park Service enables oral history interviews as part of the Route 66 Corridor Preservation Program.
- A U.S. Department of Education grant enables education faculty and staff to provide intensive summer school opportunities to a population of migrant students to increase foundational skills and English language proficiency.
- Two grants received from USA Funds support efforts to make sure students have greater access to postsecondary opportunities that lead to degree and certification completion, and eventually rewarding careers.
- A grant from the Missouri Technology Corporation extends support to provide business consulting and development services to individuals and business organizations in Missouri.
- Four awards from the Corporation for Public Broadcasting advance Missouri State's efforts to provide TV and radio community services, TV interconnection, and local TV services.
- Continuing funds from the Missouri Department of Elementary and Secondary Education provide scholarships to students preparing to be educators for birth-12th grade children and young adults who are deaf or hard of hearing in the state of Missouri.
- U.S. Geological Survey funding enables researchers to develop methods for propagation of a wide range of mussel taxa and supply these organisms for studies that will survey a broad range of potential toxins.
- A National Science Foundation award supports a program to effectively engaging greater numbers of students in authentic research while advancing faculty research.
- Three grants by the U.S. Department of Education support programs to increase the academic achievement of students by helping schools and districts improve K-12 teacher and principal quality.
- Funds from the U.S. Department of Agriculture support work to generate, test, maintain, and deliver virus-tested, clean hybrid grape varieties that meet the special needs of the Midwest grape and wine industries.
- An award by the Missouri Department of Higher Education furthers Missouri State's commitment to provide assistance to students to reduce the rates of student loan defaults.
- A grant by National Aeronautics and Space Administration supports student researchers with their projects related to both astronomy and materials science.

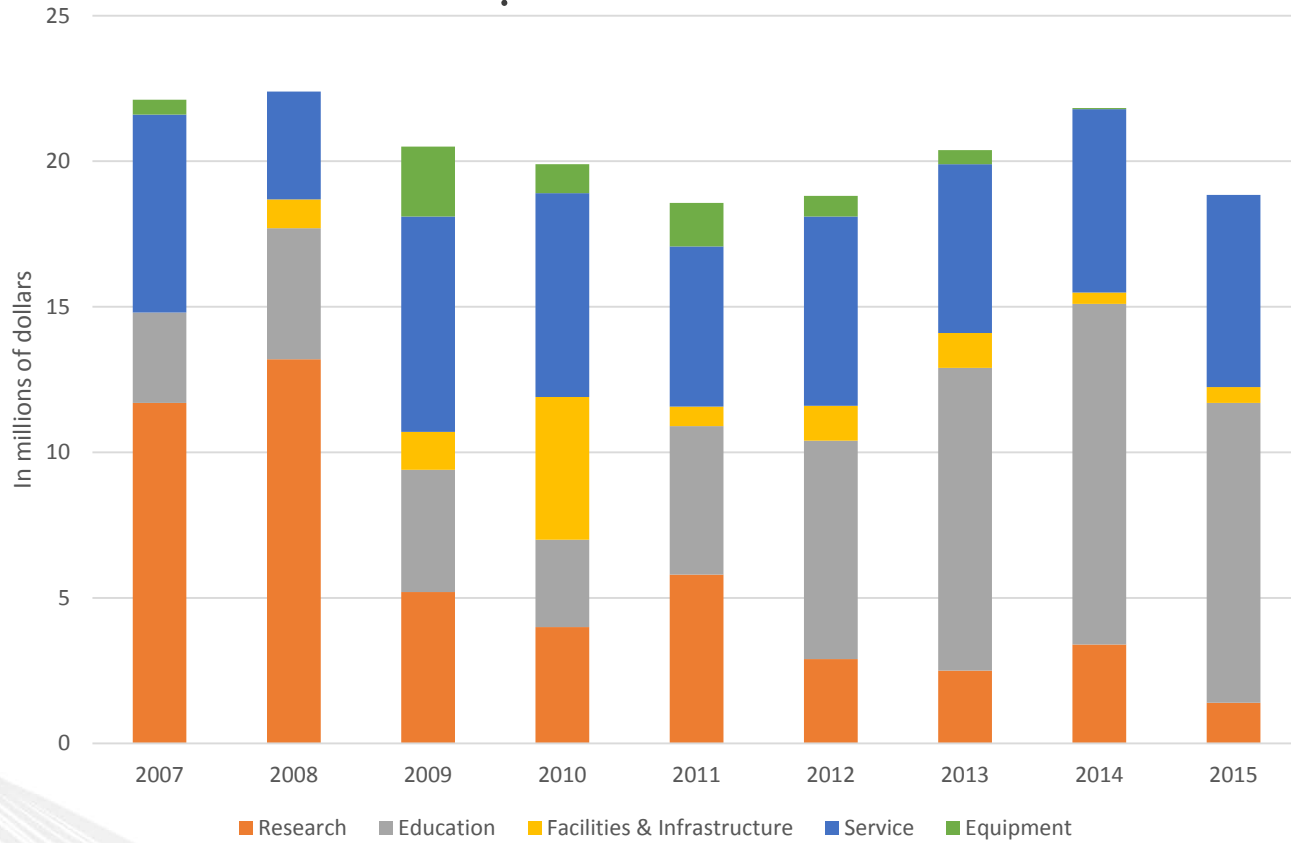
HISTORY OF SPONSORED RESEARCH & PROGRAMS ACTIVITY

Fiscal Year	Proposals Submitted	Named Investigators Awarded	Total Awards	Total Requested (millions)	Total Awarded (millions)
2007	226	173	154	\$41.2	\$21.7
2008	251	109	141	\$32.1	\$22.4
2009	296	119	196	\$48.3	\$20.9
2010	251	119	184	\$71.8	\$20.1
2011	244	101	153	\$65.7	\$18.7
2012	325	125	245	\$38.0	\$18.9
2013	362	138	289	\$32.4	\$20.1
2014	338	135	289	\$33.5	\$21.9
2015	389	111	297	\$52.7	\$19.0

2015 Total Dollars Awarded History



2015 Project Type History





MORE INFORMATION:

VISIT OUR WEBSITES:

missouristate.edu/research

ora.missouristate.edu

CONTACT:

OFFICE OF RESEARCH ADMINISTRATION
researchadministration@missouristate.edu
417.836.5972

International Programs Board of Governors Report September 2015

China Programs

For the fall 2015 semester, the Missouri State - West Plains' Campus sent six interns to the Dalian Campus. The Study in China Program sent nine Missouri State - Springfield students to Qingdao University to study, one of which, Sean Schott-Brown received the Gilman Scholarship.

The Mooncake Festival, held on Saturday evening, September 26, at Phelps Grove Park had over 250 faculty, staff and students in attendance. The Chinese Student and Scholar Association sponsored the Mooncake Festival and will sponsor the International Programs Tailgate Party for Missouri State's 2nd home football game on October 3d.

There have been 101 International students who have asked for family sponsorship and we have been able to place 88 of those students so far for fall 2015.

English Language Institute

In August, the ELI was granted 10-year re-accreditation from the Commission on English Language Program Accreditation (CEA). This achievement followed a two-year process that included writing a self-study to address 44 standards in 11 categories and a 3-day site visit by a team from CEA. MSU's ELI is currently the only intensive English program in Missouri to be accredited for 10 years, the maximum number of years for CEA accreditation. In addition, the ELI was recently accepted for membership in the University and College Intensive English Program (UCIEP) consortium, a selective organization with strict criteria for membership. MSU's ELI is the only UCIEP member in Missouri.

Summer 2015 was an active season for the ELI, including a successful 5-week CELTA program, special programs for 200 high school students from our sister city Isesaki, an 8-week Language and Culture Program and a 4-week Language and Culture Program, including 20 students from our long-time partner, Daegu University in Korea. The English for Academic Purposes program, which is the core ELI program for students planning to matriculate to MSU, graduated 13 students this summer. Five had pre-admission to MSU graduate programs, 7 had pre-admission to MSU undergraduate programs, and one transferred to OTC.

Fall 2015, session 1, the ELI enrolled 143 students, of whom 42 were new students. Session 2 begins October 12 with orientation for an estimated 30 to 35 new students. Special Programs is expecting to host a group of 30 students from Nov 15-Dec 12 through the Mexican government-sponsored Proyecta Program, and a second CELTA course will run from mid-October for 5 weeks.

International Services

There are 1,667 international students, representing 83 countries, currently studying at Missouri State University this semester. This represents an increase of 45 students from 1,622 in fall 2015. To date for the fall 2015 semester, IS received 1,320 applications. At this same time last year, IS had received 1,282 applications. China remains Missouri State's number one feeder country with 881 Chinese currently enrolled. Saudi Arabia is Missouri State's second largest international student population with 279 currently enrolled. The third and fourth largest international populations include India at 51 and South Korea at 40, then 24 students from Vietnam and England.

Foreign Language Institute:

Total students by language:

Language	Total enrollment - all students	Partner enrollment
Arabic	33	4
Chinese	46	9
German	84	10
Italian	34	5
Japanese	93	17
Korean	33	4
Portuguese	7	0
Russian	26	8
Total:	356	57

Fall 2015 is looking great at the Foreign Language Institute. 57 partner students have come to MSU to learn eight different languages at the FLI. Total enrollment is 356 students, including 299 from MSU; 22 from OTC; 25 from Drury; and 10 from Evangel. This is similar to fall 2014 enrollment numbers.

We will begin airing commercials again in October with KY3 and KSPR to advertise for our for-credit and non-credit spring courses. In addition to for-credit classes, we will offer a series of non-credit courses in spring for the students and community. We hope to see increased enrollment in courses for travelers in multiple languages and Spanish for professionals.

The FLI is working on plans for summer offerings 2016, such as camps for grad schoolers and beginning classes of some FLI languages, so that future students can start a fall semester at the intermediate level to quickly finish their language requirements in three semesters.

Study Away

A total of 513 Missouri State students studied abroad in 2014-15, compared to 450 students in 2013-14, a 14 percent increase. Of the 513 students who studied abroad in 2014-15, 364 participated in short-term programs led by Missouri State faculty members. Since 2009, student participation in Study Away has increased 95 percent (263 students to 513 students).

September Events

Study Away Programs hosted three annual events in September:

- Study Away Fair
- Study Away Faculty Luncheon and Workshop
- Study Away Re-entry event

Additionally, Study Away participated in the Majors' Fair in September 2015.

International Leadership and Training Center

The International Leadership and Training Center is currently hosting three group training programs for Chinese partner universities, with a total of 88 students enrolled in for-credit classes during the fall 2015 semester.

We have 18 Qingdao University students on campus taking courses in microbiology, cellular biology and plant biotechnology. This customized program is a partnership – now in its third year – between MSU, Qingdao University and Beijing Genomics Institute (BGI). Ten faculty members from Hainan University are participating in a three-month individualized certificate program in Teaching Methods, coordinated by ILTC in cooperation with the College of Education and Graduate College.

The MSU – Ningxia Agriculture Education Program began September 21 with an opening ceremony attended by visiting dignitaries including Vice Governor Yao Aixing of the Ningxia Hui Autonomous Region. The ten-month program for 50 agriculture students and ten faculty members includes intensive English language instruction, 24 credit hours of MSU coursework in agricultural studies, and practical experiences including field trips to Missouri farms, ranches, agribusinesses, vineyards and wineries. Students in the program are undergraduate majors in wine and grape engineering, wine marketing, grassland management, crop cultivation and breeding, and animal science.

In addition to these long-term customized programs, ILTC organized a four-day, non-credit program on “Organization Strategy and Policy” in early October for a group of 27 MBA students from South China University of Technology.

REPORT FROM THE OFFICE OF THE VICE PRESIDENT FOR DIVERSITY AND INCLUSION

Vice President for Diversity and Inclusion, Ken Coopwood, will report on the following topics:

Update: DDI Landscape for 2015-2016 Initiatives and Programs

This academic year, we have a lot to share and new ways to share things you want to know about. Also, this year we will be ramping up opportunities for the public to visit campus and enjoy activities and programs designed to suit different levels of education and interests. Here's a look at the slate of happenings for the 2015-2016 academic year.

Measurement

DDI will design every initiative so that the results are measurable in every way possible. By the end of the year, we should be able to see quantifiable results of our work and improvements upon previous works.

Scholar 2 Scholar Program

This is a brand new program designed to provide research, travel and relationship building opportunities for faculty and underrepresented and low income students. Our Diversity Fellow will lead the charge to build this program. We expect to bring attention to many students who historically do not get picked to do work on faculty projects.

New Diversity Fellow

The DDI welcomed a new Diversity Fellow to its staff. Congratulations to Jamaine Abidogun, Ph.D. Dr. Abidogun is a professor in the Missouri State University History Department. She was also a Fulbright scholar in the 2014-2015 academic year. She brings a wealth of knowledgeable diversity competencies to her role within the DDI, and we look forward to a robust array of initiatives that impact the MSU landscape for faculty development.

Statewide Collaborative Diversity Conference Expansion

The SCDC is again turning heads this year with a true statewide expansion! We have divided the state into five regions, each with its own team of professionals who will engage in friendly competition to draw the largest number of presentations, sponsorships, vendors and attendees to the 2016 conference. This effort promises to pack the campus union and the downtown restaurants with more than 400 people (that's our attendance goal) from around the state.

Missouri Diversity Officers in Higher Education - MODOHE inaugural chapter

In response to the state of Missouri's dire need for strong and competent diversity officers, DDI will take the lead to establish the first chapter for diversity officers in higher education under the umbrella of the National Association for Diversity Officers in Higher Education (NADOHE). This initiative is expected to bond and strengthen Missouri higher education institutions with a collective and formal voice for diversity, equity and inclusive practices as a Missouri standard.

Hallway Mural

DDI students will work to bring a vibrant, educational and scenic display between the doors of the DDI suite located on the 3rd floor of Carrington Hall. For too many years this space has been home to outdated student and campus photos. We will work to provide a significant piece of student artistic expression on canvas so it can be moved as needed.

Staff Diversity Training – Soft Skills and micro-aggressions

We will work with colleagues in the MSU Faculty Center for Teaching and Learning (FCTL) to follow up from last year's faculty development training. These training sessions are part of our post-climate study activities and will focus on staff who are the University in students' eyes.

Landmarks

This well-received campus warming activity will continue as part of MSU's Public Affairs Week and the Public Affairs Conference in the spring. It will showcase the thoughts and sentiments of people from all around the campus and community. Look for the exciting array of quotations "planted" along campus sidewalks and buildings that can be personally connected to historical figures and supporters of diversity still working right here on campus and in community offices.

Post-Climate Study activity

Effort to make good on the many recommendations cited in the MSU and community climate research project will be underway this year. A presidential committee has been assembled and will work in concert with student and faculty committees to supply strategic recommendations for the diversity segment of MSU's next long-range plan. Work began in September and will set the stage for future programs, strategic initiatives and support for diversity in the coming years.

Difficult Dialogues Series

Multiple venues will be used to educate about the campus' need to engage in difficult dialogues at every level. For starters, faculty *Academic Diversity Activities* (ADA's) have been created to help faculty from all disciplines engage in ice-breaker exercises during the first week of classes. Our *Shattering the Silences* presentations will continue with more emphasis on social justice and empowerment of underrepresented, disabled and people identifying with various orientations. We will also launch *Coffee with the VP*. This move will bring difficult dialogues up front and personal for those who want to learn more about race relations, cultural competences, national issues, or whatever else is on their minds.

Greater Springfield Race and Faith Collaborative – Next Level Campaign

Last but not least, the DDI will partner with the Greater Springfield Race and Faith Collaborative to start up a robust series of educational and revealing information about specific populations in the greater Springfield community. Our effort is expected to create partnerships between the university, non-profit agencies, government, corporate and faith based organizations. We will seek more opportunities to engage the community and expect to learn critical facts about social justice and efforts to ensure equity for all citizens.

Respectfully submitted:

Ken Coopwood, Sr., Ph.D.

VPDI

Missouri State University Board of Governors

October 16, 2015, meeting

Report by Dr. Drew Bennett

Chancellor, West Plains Campus

- **CCSSE Survey:** The 2015 Community College Survey of Student Engagement (CCSSE) indicates Missouri State-West Plains scored higher than the national average in all five of the categories measured (active and collaborative learning, student effort, academic challenge, student-faculty interaction, and support for learners).
- **TRIO Grant renewed:** Missouri State-West Plains will receive \$1.1 million over the next five years in renewed funding from the federal TRiO Program to continue providing comprehensive academic support services to low income, first generation and disabled college students in an effort to increase their postsecondary educational success. Officials with the U.S. Department of Education announced July 17 that the West Plains campus was among this year's list of grant recipients through TRiO's Student Support Services Program. The grant gives the university \$220,000 each year for the next five years to provide academic and other support services to 140 eligible students in an effort to increase student retention and graduation rates, facilitate their transfer from two-year to four-year colleges, and foster an institutional climate supportive of their success. The TRiO Program at the West Plains campus started Sept. 1, 2010, following the initial grant funding in August of that year.
- **Grizzly Volleyball team receives academic honors:** The 2014 Missouri State-West Plains Grizzly Volleyball team recently received academic honors from the National Junior College Athletic Association (NJCAA). The team was named one of the 2014-2015 Volleyball All-Academic Teams for posting a combined grade point average (GPA) of 3.25 on a 4.0 scale. The team earned its 11th academic team honor in 12 years with its combined grade point average this past year. In addition, team members Kaili Simmons, El Dorado Springs, and Brianna Zebert, Pierce City, each received individual academic honors for posting cumulative GPAs of 3.95 and 3.69, respectively.
- **Ozarks Studies Symposium:** Approximately 100 people attended the ninth annual Ozarks Studies Symposium set in September. The theme of this year's event was "The Lure of the Ozarks." The event celebrates various aspects of Ozarks culture through presentations and performances by representatives of the academic world and the public sector.
- **Kids' College:** A total of 82 area youngsters participated in Kids' College at Missouri State-West Plains. The event, held in a three-day session in July, gave children in grades four through eight the opportunity to find out what it's like to go to college through their enrollment in fun and exciting classes designed to engage them in the learning process

IX.A.

REPORT BY STUDENT BODY PRESIDENT

Ms. Ashley Crisafulli, President of the Student Body, will make a report to the Board of Governors.

Student Affairs Report
Missouri State University Board of Governors
October 16, 2015

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

Enrollment Management:

- Official 4th week headcount enrollment was **22,834**, an increase of **449** (2.0% over last year) & a new record.
- A highlight of this year's enrollment is **3,178** first-time new in college students (up 377 or 13.5% over last year) the biggest increase in this category in over 25 years.
- Enrollment includes students from 112 of Missouri's 114 counties plus St. Louis City, 48 other states, and 83 other countries.
- **Admissions** staff are already going full speed to bring in the fall 2016 class, and of course we are pleased now to be able to host our growing number of campus visitors in the new Davis-Harrington Welcome Center.
- The **Office of the Registrar** is going live this month with *Degree Works*, our new degree audit system that is going to offer significant new benefits to students, academic advisors, and department heads.
- **Career Center** is working to develop and implement a plan to improve collection of outcomes data on graduates in order to meet requirements of the new performance funding measure.

Foster Recreation Center:

- **Rec Fest** was held during opening week featuring special events such as the KenDUCKY Derby Race, Canoe Battleship, a Dive-in movie, Chair massages, Zumba, fitness challenges, Sand volleyball, spike ball, Glow Climb, outdoor rental equipment showcase, and bike repair demonstrations.
- **Intramural Sport** competition has begun with flag football, sand volleyball, sand soccer, softball, and bowling. Student participation is up over last year with 1,342 students registered.
- **Outdoor Adventures** held their first trip by taking 2 groups of students kayaking on the James River.
- **BearFit** (group fitness) had 872 students participate during the first week of classes.

Multicultural Services and Access Programs:

- **Trio Student Support Services Grant** has been renewed for another 5 years. This allows us to continue working with our first generation students from arrival through graduation.
- Over 900 middle school and high school students participated in our annual **STEP Conference** geared toward promoting higher education for underrepresented students.

New Student and Parent Programs:

- **Family Programs** hosted Family Weekend 2015 in mid-September. 1,612 families signed up for some part of Family Weekend 2015. That is up from 645 families in 2014.
- The **Family Programs** staff sent out 1,943 "Happy First Day of Class" photos to our new students from their family members that visited the Family Lounge during SOAR 2015.
- The **New Student Programs** area was very busy this summer with 3,198 students attending sessions (3,054 during two-days, 144 during one-days) as compared to 2,806 students that attended last summer (up 13.97%). Additionally, 3,051 family members attended sessions (2,985 during two-days, 66 during one-days) up from 2,790 last summer (up 9.35%).

The Dean of Students:

- The **Disability Resource Center** (DRC) and the **Access Technology Center** (ATC) will be moving this month into a newly designed office suite in Meyer Library.
- 3,219 first year students and 1,275 transfer students have had contact with our **HAVEN** on-line sexual assault awareness and prevention course.
- The **Dean of Students Office** hosted several higher education institutions for a National Association for Behavioral Intervention Teams (NaBITA) Best Practices Certification Program on September 9th and 10th. Several members of our campus **Behavioral Intervention Team** were able to attend.

- The **Office of Student Conduct** trained 75 students for the University Hearing Panel and 8 sorority women and 17 fraternity men to serve on their respective hearing panels for Fraternity and Sorority Life cases.
- The **Student Conduct Office** has heard 290+ cases since the start of the semester.
- The new Director of the **Counseling Center**, Rhonda Lesley, began work on September 1st. Rhonda served as the Counseling Center Director at Northwest Missouri State University and we are excited about her leadership and experience.
- The MSU **Counseling Center** is experiencing a significant increase in demand for student counseling services, up 28% compared with this time last year. The Counseling Center provides more than 2,500 counseling visits, annually, helping students cope with common college student concerns, such as depression, anxiety/stress, relationship concerns, responsible alcohol choices, academic and financial stress, and more.

Plaster Student Union:

- Thanks to the staff in the **Plaster Student Union**, MSU has been selected to host the ACUI (Association of College Unions International) Region II Conference in November 2017.
- The **Subway** located in the **PSU** received commendation from its headquarters that it is the busiest store in its region (over 300 stores).
- The **Office of Student Engagement** hosted a very successful *Welcome Week* with over 3,500 students participating in Fan Fest/Bear Bash and over a 1,000 new students attending Playfair, a huge ice breaker.
- **Fraternity/Sorority Life** had record participation in recruitment with over 900 women registering to join a sorority. Quota of 94 was reached by all chapters. The Panhellenic Association has created an exploratory committee to research expansion opportunities to include an additional NPC chapter here at MSU.
- *Rally in the Valley* was held prior to the first home football game and over 1200 students attended to help cheer on the BEARS Football Team. The **Traditions Council** gave out 1,000 free t-shirts to spirited students.

Residence Life, Housing and Dining:

- Fall housing numbers required that some students be placed in Expanded Housing, as a result, residents receive a credit (-20% of daily rate) on their account for each day they are in Expanded Housing. 69 females remain in Expanded Housing.
- The balance of **Sunvilla Tower** residents moved from the hotels on September 10th to floors 3-9 in the apartment building. The residents are very pleased with the renovation and have been great to work with as final punch list items continue to be completed.
- **Living and Learning Community** (LLC) numbers have grown from 450 student participants, last year, to 1,100 for this fall. Plans are in place to grow next falls' offerings with a Global Community for upper-class students in the apartments, offer an LLC for Education Majors and develop a community for the Darr Agricultural Program.

Taylor Health and Wellness Center:

- **Taylor Health** has received Full Accreditation for another three years from the Accreditation Association for Ambulatory Health Care, Inc.
- A student referendum through the **Student Government Association** is gaining traction to add a \$29 student fee to renovate/rebuild the **Health and Wellness Center** on-campus.

MSU Bookstore:

- **The Bookstore** had over 8,000 reservations for textbooks and course materials. This equates to a growth in textbook sales and overall store sales.
- **The Bookstore** is working to expand the StreamlinED program (digital course content delivery) and strive to institute an in-store textbook rental program to better serve students.

Respectfully submitted by,

Dr. Dee Siscoe
Vice President for Student Affairs

MarCom updates since the June 26, 2015 meeting:

Branding

- The final plan for branding the Davis-Harrington Welcome Center was presented by Ologie in July and approved by the steering committee following some minor adjustments. The initial branding elements will be installed for Homecoming weekend. A key feature of the design that includes the installation of five 8' x 8' hinged panels is targeted for completion by first quarter of 2016. The graphics on these panels will align with the branding refresh.
- The brand refresh continues to evolve with the approval of the brand strategy. Ologie provides a nice perspective on brand strategy. *Brand strategy is a framework that provides a common language and foundation, which then helps us tell the authentic story of Missouri State clearly, compellingly, and consistently. While Missouri State has a broad range of compelling attributes working in its favor, its ability to connect with various audiences — prospective students, parents, alumni, faculty, community members, partners, and current students — is limited without a brand strategy in place. Most strong institutions succeed when their name is synonymous with clear, compelling attributes and a story that is told consistently over time. A sound brand strategy will enable Missouri State to communicate the story of the institution clearly, consistently, and compellingly to our most critical audiences.*

Next step will be the presentation of creative concepts to the steering committee near the end of October.

University Communications

- The third edition of Mind's Eye was published in late September and was first made available at the State of the University address on October 1. Additional copies are available through the Provost's and President's offices.
- Don Hendricks, Director of University Communications, has announced his retirement effective February 1, 2016. We are beginning the search for his replacement.

Photographic Services

- The office, under the direction of videographer Chris Nagel, completed a video to be used by the Office of Admissions to kick off each tour of prospective students and parents at the Davis-Harrington Welcome Center. This is a short, high-energy video that really sets the tone for what Missouri State is all about. It has been well received across campus.

Marketing and Communications Report
Missouri State University Board of Governors
October 16, 2015

- The combined offices of University Communications and Photographic Services produced the latest video edition of “What’s New at MSU.” In keeping with current trends and attention spans, the video is a little over 5 minutes long, half the length of last year’s video. It provides a comprehensive overview of the University in a way that enables users to breakout “segments” for use in other applications. It can be found on the Missouri State YouTube site:
<https://www.youtube.com/watch?v=WGPDTaDNKJQ>

XI.A.

REPORT FROM STAFF SENATE

Ms. Christina Bowles, Chairperson of the Staff Senate, will make a report to the Board.

**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 July		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 15	2,995	\$189,431	229	\$491,685	3,224	\$681,116	3,224	\$681,116	FY 15
	FY 16	3,011	\$174,183	207	\$471,356	3,218	\$645,539	3,218	\$645,539	FY 16
Special Campaigns	FY 15	32	\$3,627	9	\$17,118	41	\$20,745	41	\$20,745	FY 15
	FY 16	29	\$3,098	5	\$79,642	34	\$82,740	34	\$82,740	FY 16
One Time Gifts	FY 15	0	\$0	8	\$1,221,474	8	\$1,221,474	8	\$121,474	FY 15
	FY 16	0	\$0	6	\$26,993	6	\$26,993	6	\$26,993	FY 16
TOTALS	FY 15	3,027	\$193,058	246	\$1,730,277	3,273	\$1,923,335	3,273	\$1,923,335	FY 15
	FY 16	3,040	\$177,281	218	\$577,991	3,258	\$755,272	3,258	\$755,272	FY 16

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2015 TO 7/31/2015

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 7/31/2015	TOTAL 7/1/2014 TO 7/31/2014
GIFTS						
ALUMNI	\$2,330	\$227,756	\$20,195	\$0	\$250,282	\$244,855
FRIENDS	144	232,437	13,626	300	\$246,507	299,924
PARENTS	270	8,879	398		\$9,547	13,150
FOUNDATIONS	0	17,000	0		\$17,000	2,860
ORGANIZATIONS	0	2,114	2,327		\$4,441	10,314
BUSINESSES	1,095	219,587	750	6,063	\$227,495	1,352,233
GIFT TOTAL	<u>\$3,839</u>	<u>\$707,774</u>	<u>\$37,296</u>	<u>\$6,363</u>	<u>\$755,272</u>	<u>\$1,923,335</u>

	NUMBER OF DONORS 7/1/2015 TO 7/31/2015	NUMBER OF DONORS 7/1/2014 TO 7/31/2014
ALUMNI	1,011	961
FRIENDS	2,475	2,295
PARENTS	145	167
FOUNDATIONS	3	3
ORGANIZATIONS	7	10
BUSINESSES	101	140
TOTAL	<u>3,742</u>	<u>3,576</u>

**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 August		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 15	3,655	\$226,607	131	\$387,916	3,786	\$614,523	7,010	\$1,295,639	FY 15
	FY 16	3,748	\$224,764	192	\$587,107	3,940	\$811,871	7,159	\$1,458,263	FY 16
Special Campaigns	FY 15	448	\$41,151	21	\$119,160	469	\$160,311	510	\$181,056	FY 15
	FY 16	78	\$10,451	11	\$24,063	89	\$34,514	123	\$117,254	FY 16
One Time Gifts	FY 15	0	\$0	5	\$16,945	5	\$16,945	13	\$1,238,419	FY 15
	FY 16	0	\$0	9	\$415,993	9	\$415,993	15	\$442,986	FY 16
TOTALS	FY 15	4,103	\$267,758	157	\$524,021	4,260	\$791,779	7,533	\$2,715,114	FY 15
	FY 16	3,826	\$235,215	212	\$1,027,163	4,038	\$1,262,378	7,297	\$2,018,503	FY 16

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2015 TO 8/31/2015

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 8/31/2015	TOTAL 7/1/2014 TO 8/31/2014
G I F T S						
ALUMNI	\$5,125	\$428,264	\$73,786	\$85	\$507,260	\$460,869
FRIENDS	287	770,754	71,491	300	\$842,832	645,119
PARENTS	330	23,088	696	85	\$24,199	26,289
FOUNDATIONS	0	122,073	500	0	\$122,573	11,042
ORGANIZATIONS	0	3,364	2,577	552	\$6,493	28,830
BUSINESSES	2,816	473,487	30,700	8,142	\$515,145	1,542,965
GIFT TOTAL	<u>\$8,558</u>	<u>\$1,821,031</u>	<u>\$179,750</u>	<u>\$9,164</u>	<u>\$2,018,503</u>	<u>\$2,715,114</u>

	NUMBER OF DONORS 7/1/2015 TO 8/31/2015	NUMBER OF DONORS 7/1/2014 TO 8/31/2014
ALUMNI	1,671	1,808
FRIENDS	3,919	3,578
PARENTS	227	231
FOUNDATIONS	8	5
ORGANIZATIONS	18	23
BUSINESSES	196	383
TOTAL	<u>6,039</u>	<u>6,028</u>

**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 September		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 15	3,557	\$182,389	96	\$247,481	3,653	\$429,870	10,663	\$1,725,510	FY 15
	FY 16	3,758	\$184,773	95	\$245,683	3,853	\$430,456	11,011	\$1,890,341	FY 16
Special Campaigns	FY 15	33	\$3,931	8	\$1,324,573	41	\$1,328,504	551	\$1,509,560	FY 15
	FY 16	22	\$1,621	9	\$473,979	31	\$475,600	562	\$648,068	FY 16
One Time Gifts	FY 15	0	\$0	4	\$52,590	4	\$52,590	17	\$1,291,009	FY 15
	FY 16	0	\$0	6	\$18,760	6	\$18,760	21	\$461,746	FY 16
TOTALS	FY 15	3,590	\$186,320	108	\$1,624,644	3,698	\$1,810,964	11,231	\$4,526,079	FY 15
	FY 16	3,780	\$186,394	110	\$738,422	3,890	\$924,816	11,594	\$3,000,155	FY 16

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2015 TO 9/30/2015

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 9/30/2015	TOTAL 7/1/2014 TO 9/30/2014
G I F T S						
ALUMNI	\$9,121	\$620,004	\$82,584	\$2,506	\$714,216	\$682,271
FRIENDS	1,006	960,721	31,950	7,813	\$1,001,489	1,408,681
PARENTS	330	30,893	1,774	870	\$33,867	34,546
FOUNDATIONS	0	134,559	700	0	\$135,259	214,892
ORGANIZATIONS	0	5,166	11,285	1,437	\$17,888	34,632
BUSINESSES	3,887	999,301	40,475	53,773	\$1,097,436	2,151,056
GIFT TOTAL	<u>\$14,344</u>	<u>\$2,750,644</u>	<u>\$168,769</u>	<u>\$66,399</u>	<u>\$3,000,155</u>	<u>\$4,526,079</u>

	NUMBER OF DONORS 7/1/2015 TO 9/30/2015	NUMBER OF DONORS 7/1/2014 TO 9/30/2014
ALUMNI	2,441	2,741
FRIENDS	4,841	4,356
PARENTS	334	296
FOUNDATIONS	13	12
ORGANIZATIONS	31	31
BUSINESSES	440	448
TOTAL	<u>8,100</u>	<u>7,884</u>

XIII.A.

RECOMMENDED ACTION – Approval of bids and award of a contract for the renovation and addition to Glass Hall.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the low bid of DeWitt & Associates, Inc. in the amount of Twenty Five Million Nine Hundred Eight-four Thousand and 00/100ths dollars (\$25,984,000.00) for the base bid plus alternates 1, 2, 4, 6, 7, and 8 and agreed upon reductions for the renovation and addition to Glass Hall be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$2,500,000.00
Construction Costs per bid	\$27,884,000.00
Agreed upon reductions	-\$1,900,000.00
Total Construction contract award	\$25,984,000.00
Other Construction Costs	\$156,165.00
Project Administration	\$110,000.00
Construction Contingency	\$1,600,000.00
Furniture, Fixtures, and Equipment	\$3,000,000.00
Telecommunications	\$450,000.00
Relocation Costs	\$40,000.00
Total Project Budget	\$33,840,165.00
Funding Source	
Glass Hall Renovation and Addition budget	\$33,840,165.00
Total Funding Source	\$33,840,165.00

BE IT FURTHER RESOLVED that this be paid from the Series 2015 Health and Educational Facilities Revenue Bond proceeds, the Submittal Exchange Reserves budget, Maintenance and Repair Operating budget, the President’s Enhancement Fund, dedicated reserves from the College of Business and Foundation gifts. The Foundation gifts will be contributed to the project in fiscal year 2017 to correspond to an application for potential matching funds from the State of Missouri’s Higher Education Capital Fund. Funding for furniture, fixtures, and equipment will be from dedicated reserves from the College of Business and will be contributed during fiscal year 2017.

BE IT FURTHER RESOLVED that the Interim Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: AYE _____

NAY _____

COMMENTS:

The bid received on this project is as follows:

Contractor	DeWitt & Associates, Inc.
Base Bid	\$26,750,000.00
Alternate 1	\$245,000.00
Alternate 2	\$223,000.00
Alternate 3	\$22,000.00
Alternate 4	\$292,000.00
Alternate 5	\$224,000.00
Alternate 6	\$111,000.00
Alternate 7	\$179,000.00
Alternate 8	\$84,000.00
Alternate 9	\$48,000.00
Alternate 9(a)	\$3,500.00
Alternate 10	\$36,000.00
Alternate 10(a)	\$7,000.00
Total (Base Bid + Alt. 1, 2, 4, 6, 7, & 8)	\$27,884,000.00

The Missouri State University College of Business is the largest business school at any public university in the central Midwest, and, one of the top fifty largest business schools in the United States. The College has nearly a quarter of the entire student enrollment at MSU. However, the facilities are outdated and in serious disrepair. To continue to attract the best and brightest business students to Missouri State, and to remain competitive in the market, it is essential that the University upgrade the existing business school facility.

The College of Business is interested in updating its facility to meet the challenges and demands of today's student. Since Glass Hall was constructed in 1987, very little has been done to update its appearance or change its function. The desire is to renovate the existing public spaces and mechanical systems within the existing Glass Hall.

In conjunction with this project, Missouri State University plans to construct an approximate 40,000 square foot addition to Glass Hall to provide a Student Success Center for the College of Business and a new, primary entrance to the facility. As part of this renovation an automatic fire suppression system will be installed to address life safety issues.

The project was bid with multiple alternates. The alternates include alternate 1 which would provide an infill for the Executive Master of Business Administration offices completing the space with finishes, general mechanical, electrical and other work as required. Alternate 2 would demolish the existing second floor classrooms and renovate the second floor offices, as well as provide a new perimeter wall. Alternate 4 provides complimentary site work and landscaping for the facility. Alternate 6 would convert the closed parking lot 19A into a natural turf area with sidewalk. Alternate 7 would provide a new cooling tower to replace the original cooling tower for the building. Alternate 8 would provide LED light fixtures to provide energy efficient lighting. It is recommended that these alternates be accepted.

Alternate 3 would provide precast architectural concrete wall panels with a custom form liner. Alternate 5 would finish existing gypsum walls with a wall panel system and provide a new perforated wood ceiling panel system, wood benches, and new ceilings. Alternate 9 would provide additional interior signage and glass films. Alternate number 9(a) would include interior signage and glass films within the Executive Master of Business Administration offices and second floor offices. Alternate 10 would apply felt panels in lieu of paint at various areas throughout the building. Alternate 10(a) would apply felt panels in lieu of paint within the Executive Master of Business Administration offices. It is recommended that none of these alternates be accepted due to cost.

Other construction costs include the relocation of the sanitary sewer at Glass Hall. The project relocated an existing public sanitary sewer line that was in conflict with the location of the foundations needed to support the addition. The project also installed a new manhole and repaved an area of John Q. Hammons Parkway.

Since the bidding of this project, the University has worked with DeWitt & Associates to look for cost savings available to this project that would not harm the overall project. Looking at multiple suggestions and costs, the University has agreed to make some modifications to the plans to reduce bid costs by at least \$1,900,000.00.

XV.B.

Discussion Topic: Undergraduate Student Research

Background Information.

Research (encompassing creative works) carried out by undergraduate students is one of several participatory activities referred to as High Impact Educational Experiences (HIEE). Others included as HIEE are service learning, study away, and internships/practicums/co-op. What these things have in common is a significant level of “learning by doing” or “experience-based learning.” Since there is considerable evidence that experience-based learning contributes strongly to development of capabilities and achievements, higher education institutions in Missouri have the option to summarize and report once a year on the major HIEE. Missouri State reports on HIEE use and we include some of that data in Key Performance Indicator No. 8.

Undergraduate research, like all research, has an investigative aspect. However, because of differences in disciplines and historical development in each area, it is not easy to gain uniform agreement on what undergraduate student research encompasses. At Missouri State these research involvements range from one-on-one mentoring of a student by a faculty member, to individual students in a class having a major research assignment, and finally to situations where the whole class collaborates to work on a single, focused investigation. For data-collection purposes at Missouri State we now count as undergraduate research when one-third or more of a student’s grade is based on a research project. Using that basis, this fall term we have 1775 students participating in an undergraduate research experience. All of the advanced-track Honors Program student gain this experience, but they are only a small fraction of the undergraduate students involved in research. If human participants or animal use is part of the research, students must submit and have their project approved by regular university compliance protocols.

Just as disciplines vary in how they approach research, there is a wide focus of what students are investigating. In the sciences the typical focus is testing a hypothesis on a question that is currently unanswered. In many areas of the humanities the investigation may be the assembling of information based on library, interview, or other resources. In the creative arts “investigation” may not be the best description for the product a student produces. However, all of these approaches share the common expectation and theme of getting students to solve problems, analyze data, and communicate results.

Missouri State offers several opportunities for students to present their work. The largest of these are the annual research presentation days done in the College of Natural and Applied Sciences and in the College of Health and Human Services. These venues follow the same format used in the Graduate Interdisciplinary Forum which is held annually in April. It is not a requirement at Missouri State that student research will be presented to an audience in a regional or national meeting. Yet, several of the academic departments will provide limited financial assistance to help their students make such a presentation. The feedback we have received is that Missouri State students have done well in such presentations, whether they are as individual or as a team.

Suggestions for Reflection.

- What is the purpose and value of student research?
- How does Missouri State increase the visibility of student research?
- Is there relationship between student research and the public affairs mission?

XVI.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following 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