



Board of Governors' Meeting
Robert W. Plaster Student Union, Room 313
Friday, 10/19/2018
1:00 - 5:00 PM CT

I. Roll Call

II. Approval of Minutes

II.A. Approval of Minutes of Open and Closed Meeting of August 9-10, 2018 - Page 4

III. Consent Agenda

A. President

III.A.1. Approval of FY2018/2019 Athletics Employment Agreements for Assistant Coaches and Administrators - Page 10

B. West Plains Campus

III.B.1. Approval of Actions Concerning Academic Employees - Page 17

III.B.2. Approval of Actions Concerning Non-Academic Employees - Page 21

III.B.3. Approval of Purchasing Activity Report - Page 22

C. Procurement and Financial

III.C.1. Approval of Procurement Activity Report - Page 32

III.C.2. Approval to Amend G8.04 Investment Policy - Page 41

D. Facilities and Equipment

III.D.1. Approval of Activity Report for the Months of July 2018 and August 2018 - Page 45

III.D.2. Approval of Consultant and Authority to Enter into an Agreement for Professional Services in Conjunction with the Phase II Renovation of Woods House - Page 47

III.D.3. Approval of Bids and Award of a Contract for the Lobby Improvements at Hammons House - Page 48

III.D.4. Approval of Consultant and Authority to Enter into an Agreement for Professional Services in Conjunction with the Multi-Purpose Addition at Greenwood Laboratory School - Page 50

III.D.5. Approval of Proposal and Award of a Contract for the Seating Modifications at Allison South Stadium and Allison Recreation Field - Page 51

E. Human Resources

III.E.1. Approval of Actions Concerning Academic Employees - Page 53

III.E.2. Approval of Actions Concerning Non-Academic Employees - Page 79

IV. Making Our Missouri Statement Moment - Debate Team

V. Committee Reports

A. Risk Management and Audit Committee

B. Programs and Planning Committee

C. Finance and Facilities Committee

VI. President's Report

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

Presidents Report - Page 90

1. Welcome to Homecoming

2. Approval for Naming the McQueary College of Health and Human Services

McQueary Naming Approval - Page 91

3. Approval of 2018 Bronze Bear Award Recipient (resolution to be provided at the meeting)

4. Approval of 2018 Government Excellence Award Recipient (resolution to be provided at the meeting)

5. Approval of 2019 Legislative Priorities

2019 Legislative Priorities - Page 92

6. What's New at MSU Video

VII. West Plains Campus

A. Chancellor's Report – Chancellor Shirley Lawler will provide both oral and written reports regarding activities on the West Plains Campus and present the following items for approval

Chancellors Report - Page 94

VII.A.1. Approval of Academic Program for the Technical Certificate in Medical Assisting - Page 100

VII.A.2. Approval of Academic Program for the Certificate in Advanced Industrial Maintenance - Page 102

VIII. Academic Affairs

A. Faculty Senate Report

Faculty Senate Report - Page 104

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

Provosts Report - Page 105

1. HLC review for off-campus instructional locations

2. Start of the year orientations for new faculty and administrators

3. Planned hiring agenda for faculty and administrators 2019-2020

4. Report on fall 2018 Public Affairs Conference (Dr. Kevin Evans, Professor, Geography, Geology & Planning)

2018 Public Affairs Conference Report - Page 106

IX. Research and Economic Development (written report only)

A. Report from the Vice President for Research and Economic Development & International Programs – Vice President Jim Baker will provide a written report on Sponsored Research

Research and Economic Development Report - Page 109

X. Diversity and Inclusion (written report only)

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

Diversity and Inclusion Report - Page 113

XI. Student Affairs

A. Report from the Student Body President

Student Body President Report - Page 124

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)

Student Affairs Report - Page 125

XII. 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

Marketing and Communications Report - Page 127

XIII. Staff Senate

A. Staff Senate Report

Staff Senate Report - Page 128

XIV. Facilities and Equipment

A. Brick City

1. Approval of Real Estate Purchase and Sale Agreement for Certain Buildings in the Area Commonly Known as Brick City, Located in Springfield, Missouri

Approval of Real Estate and Sale Agreement - Page 129

2. Approval of Declaration of Official Intent Toward the Issuance of Educational Facilities Revenue Bonds, and to Reimburse the University for Expenditures for Educational Facilities from Proceeds of Bonds

XV. Human Resources

XV.A. Approval of Missouri State University Group Medical Plan - Page 193

XV.B. Approval of an On-Going Mid-Year Compensation Increase - Page 197

XVI. Financial

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

Development Report - Page 199

B. Approval of FY2019 Budget Revisions

FY2019 Budget Revisions - Page 203

XVII. Old Business

A. IDEA Commons Update

B. Approval of Resolution to Expand Jordan Valley Innovation Center and Further Develop IDEA Commons

Resolution to Expand Jordan Valley Innovation Center and Further Develop IDEA Commons - Page 205

XVIII. New Business

A. Election of 2019 Board Officers of the Board of Governors

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

Closed Meeting Resolution - Page 207

XX. Adjournment

XXI. Date of Next Meeting: Thursday, December 13, 2018, 1 p.m., Room 313, Robert W. Plaster Student Union

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
AUGUST 9-10, 2018

1. Roll Call

Present- Ms. Carrie Tergin, Chair
Mr. Craig Frazier, Governor
Ms. Virginia Fry, Governor
Mr. Gabriel E. Gore, Governor
Ms. Beverly Miller, Governor
Mr. William Miller, Student Governor
Mr. Kendall Seal, Governor
Ms. Carol Silvey, Governor
Mr. Gregory Spears, Governor

Absent- Ms. Amelia Counts, Governor

Also

Present- Clifton M. Smart III, President
Jim Baker, Vice President for Research and Economic Development & International Programs
Nechell Bonds, Director of Admissions
Erika Brame, New Media Specialist
Donna Christian, Director of Internal Audit and Compliance
Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental Relations
Rachael Dockery, General Counsel
Brent Dunn, Vice President for University Advancement
Frank Einhellig, Provost
Stephen Foucart, Chief Financial Officer
Tammy Jahnke, Dean, College of Natural and Applied Sciences
Allen Kunkel, Associate Vice President Research and Economic Development and JVIC Director
Dennis Lancaster, Dean of Academic Affairs
Shirley Lawler, Chancellor of the West Plains Campus
Victor Matthews, Dean, College of Humanities and Public Affairs
David Meinert, Interim Dean, College of Business
Kyle Moats, Director of Athletics
Matt Morris, Vice President for Administrative Services
Jeff Morrissey, Chief Information Officer
Andrea Mostyn, Director of University Communications
Wes Pratt, Chief Diversity Officer
Suzanne Shaw, Vice President for Marketing and Communications
Dee Siscoe, Vice President for Student Affairs
Kelly Wood, Executive Director, Center for Academic Success and Transition
Kristan Gochenauer, Secretary of the Board

2. **Presiding** – The presiding officer for the meeting was Ms. Carrie Tergin, Chair of the Board of Governors. She called the meeting to order at 12:15 p.m. at the Doubletree by Hilton Hotel, 422 Monroe Street, Jefferson City, Missouri.
3. **Approval of Minutes** – Ms. Tergin mentioned that the first item of business was the approval of the minutes for the open and closed meetings of June 22, 2018. Mr. Gregory Spears so moved, receiving a second from Ms. Virginia Fry.

Motion passed 8-0.

4. **Consent Agenda** – Ms. Tergin 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 Fiscal Year 2018/2019 Employment Agreements for Assistant Coaches and Athletics Administrators (Human Resources No. 1596-18).

West Plains Campus

Approval of Actions Concerning West Plains Campus Academic Employees (West Plains Campus Personnel No. 423-18).

Approval of Actions Concerning West Plains Campus Non-Academic Employees (West Plains Campus Personnel No. 424-18).

Approval of Proposed Revisions to the Missouri State University-West Plains Faculty Handbook (West Plains Faculty Policy No. 17-18).

Procurement and Financial

Approval of Procurement Activity Report for the Period June 6, 2018, through July 25, 2018 (Purchasing Activity Report No. 469-18).

Facilities and Equipment

Approval of Activity Report for the Month of June 2018 (Activity Report No. 303-18).

Human Resources Items

Approval of Actions Concerning Academic Employees (Human Resources No. 1597-18).

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1598-18).

Ms. Carol Silvey moved to approve the Consent Agenda, receiving a second from Mr. Craig Frazier.

Motion passed 8-0.

5. **Social Media Presentation** – Ms. Erika Brame, New Media Specialist, presented on how the University shares and tells stories through branding, crowdfunding and social media kits. She highlighted how social media is used to create connections and share Missouri State University stories and values.
6. **Discussion of Funding and Advocacy Strategy** – President Clif Smart discussed Missouri State’s record of success along with expected outcomes and financial pressures. He reviewed the efficiency handout, which provided an overview of the universities outstanding record on efficiency, negative consequences, and actions taken. Steve Foucart, Chief Financial Officer, discussed in detail the student to faculty ratio of 22:1, which is the highest of all four-year universities in the state of Missouri. He also discussed the areas where the University has been able to save money as well as concern about potential increases in pension fund and healthcare costs. A recommendation requesting approval of revisions to the Missouri State University group medical plan will be made at the October Board of Governors’ meeting. President Smart then highlighted workforce development initiatives that fit within the Talent for Tomorrow framework, noting consistency with the long-range plan and action plan. After additional discussions on funding expectations, the Board stated that it was comfortable moving forward with the funding plan as presented. A recommendation to approve will be made at the October Board of Governors’ meeting.
7. **2018-19 Planning:**
 - A. **Enrollment Update** – Dr. Dee Siscoe, Vice President for Student Affairs, and Ms. Nechell Bonds, Director of Admissions, gave a presentation on current enrollment and future expectations. Dr. Siscoe discussed the total fall enrollment from 2012-2017, noting in increase of over 6,000 in the student body. She shared statistical data on our student basis to include undergraduate seeking, non-degree seeking, underrepresented, transfer and international students. Ms. Bonds then discussed the enrollment management program, a new online admissions tool, highlighting the ability to personalize each student experience based on their likes and dislikes. She stated that this tool is a game changer for contacting, promoting and helping students through the admissions process.
 - B. **Action Plan** – President Smart stated that this is the start of the third year of the long-range plan. He discussed the importance of focusing on the action plan as a whole with an emphasis on goals that have not been reached. The first item of discussion was the academic profile. Since the number of degrees awarded goal of 4,900 has been reached, it was suggested that a new goal be evaluated and discussed at the October meeting. The University continues to work towards its graduation rate goal of 57%. In addition, the University is looking at opportunities to grow programs, evaluate program barriers, increase competitiveness, new programs and certificates, and increase international opportunities. Dr. Frank Einhellig, Provost, then provided background on undergraduate and graduate majors as well as certificate programs. He shared that more certificates are in the pipeline along with new programs and degrees. Dr. Einhellig noted the increasing demand for online programs, shared that international partnerships are key and again highlighted the importance of removing barriers.

President Smart next discussed student success and experience. The University saw a drop in retention for all five at risk student areas this past year. The University currently has a 77% retention rate with a 79% goal. Dr. Kelly Wood, Executive Director, Center for Academic Success and Transition, discussed the benefits of the select GEP101 courses, the Bears LEAD program and proactive advising. The belief is that more contact can make a huge impact for students. A new effort this coming year is to reach out to second year students and creating response teams to work with students who are having academic issues. Dr. Tammy Jahnke, Dean of the College of Natural and Applied Sciences, discussed the retooling of the math program. Through a co-requisite four-hour math course, taught in one semester, a 75% pass rate was recognized. This fulfills the general education requirement for math.

President Smart then focused on diversity and inclusion. He shared that the University has done well noting an increase in underrepresented students on campus. The faculty and staff long-range plan goal of 14% has been reached. The setting of a new goal will be discussed at the October Board meeting. Mr. Wes Pratt, Chief Diversity Officer, discussed the campus, community culture and climate goals. He shared how the University is increasing cultural competence in the classroom through tough talks, use of the common reader in the GEP101 courses, the Scholar to Scholar program, yearly collaborative diversity conferences, diversity and inclusion training as well as collaborations and partnerships with the community. The facing racism institute will be re-instituted this year and a new campus climate survey will be started this fall.

The University continues to work on globalization and infrastructure goals and athletics goals have been met. President Smart then discussed 2018-2019 focus areas for the West Plains campus. The goals are to stabilize enrollment, improve rates, address budget and workload issues and reconnect with the community. Dr. Shirley Lawler, Chancellor, West Plains campus, discussed in further detail plans to stabilize enrollment; short and long term. She is excited to have the faculty back on campus and is building connections with the West Plains community. Dr. Dennis Lancaster, Dean of Academic Affairs, West Plains campus, shared that the West Plains campus is also focusing on workforce development programs.

President Smart re-iterated the importance of connectivity, student affairs and diversity and emphasized how focusing on academics and success connects directly to workforce development. The Board shared that it is comfortable with the action plan moving forward.

Ms. Tergin recessed the meeting at 5 p.m. on Thursday, August 9, 2018.

Ms. Tergin called the meeting back to order at 8:27 a.m. on Friday, August 10, 2018.

C. Marketing Academic Programs – Ms. Suzanne Shaw, Vice President for Marketing and Communications, gave a presentation on the different type of marketing opportunities that are available for the University. She discussed marketing research and ways the University can

create a competitive advantage with students. Ms. Shaw pointed out the importance of knowing our competitors and knowing what our message to students is.

8. **Elevator Speech Presentation** – Ms. Bonds presented her elevator speech. She discussed how little time we have to make an impact on students and their family. Students want a story, want to know how they will fit in and want to know what the University can do for them. Ms. Bonds then highlighted the personalization pieces that the University provides for students via mail, the website and personal contact.
9. **Old Business:**
 - A. **IDEA Commons Project** – President Smart gave a brief history of the IDEA Commons project. He then introduced Mr. Allen Kunkel, Associate Vice President for Economic Development and Director of JVIC. Mr. Kunkel discussed the progress with Vecino Group on Phase IV of the development. An in-depth discussion was had regarding the financial options, which include New Market Tax Credits (NMTC). If use of NMTC's is confirmed, final Board approval will be requested.
10. **New Business:**
 - A. **Office of Research Year-End Report** – Dr. Jim Baker, Vice President for Research and Economic Development and International Programs, presented the June 30, 2018, year-end activity report for the Office of Research. He reported that 305 total proposals were submitted, with \$26,051,086 funds awarded. Federal funding this past year was at 53.4%. Other funding sources include state, non-profit, county/city, international, business and other.
 - B. **Foundation Year-End Report** – Mr. Brent Dunn, Vice President for University Advancement, presented the June 30, 2018, year-end report of the Missouri State University Foundation. The total gifts received in FY2018 totaled \$21,534,074, which is an all-time record high.
 - C. **Comprehensive Campaign Update** – Mr. Dunn gave a presentation to the Board on a potential comprehensive campaign along with a timeline. He stated that this would be the third comprehensive campaign in the history of the University. The company Bentz Whaley Flessner was hired to do the feasibility study. The study looked at potential donors and provided a rationale for moving forward with a campaign.
 - D. **Discussion of 2019 Board of Governor Officers** – Ms. Tergin stated that the Board needed to discuss a possible slate of officers for the 2019 calendar year. Ms. Tergin then proposed Mr. Gabriel Gore as Chair. Ms. Tergin then proposed Mr. Craig Frazier as Vice-Chair. Both individuals stated they would be willing to serve and other members of the Board accepted these proposals. The election of officers will be held at the October 19, 2018, Board meeting.
11. **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. Ms. Tergin

asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this August 9-10, 2018, 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(3). “Hiring, firing, disciplining or promoting of particular employees by a public governmental body...”
- C. R.S.Mo. 610.021(13). “Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...”; and
- D. R.S.Mo. 610.021(17). “Confidential or privileged communications between a public governmental body and its auditor,....”

Ms. Beverly Miller moved the approval of the resolution and Ms. Silvey seconded the motion.

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

Ms. Tergin declared the resolution passed unanimously. The open meeting was recessed at 12:15 p.m. to go into closed session.

The open meeting was reconvened at 2:48 p.m.

- 12. **Date of Next Meeting** – The date of the next regularly scheduled meeting was set for Friday, October 19, 2018, at 1:00 p.m. on the Springfield Campus.
- 13. **Adjournment** – Ms. Tergin adjourned the meeting at 2:49 p.m. on the motion of Ms. Silvey, the second of Mr. Frazier, and the unanimous vote of the Board.



Kristan Gochenauer
Secretary

III.A.1.

RECOMMENDED ACTION – Approval of FY2018/2019 Athletics Employment Agreements for Assistant Coaches and Administrators

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

WHEREAS, the University desires to employ Carmelita Jeter and Jake Brydson as Assistant Coaches of the Women’s Track and Field program, and they desire to accept such employment, as set forth in the attached Exhibit A;

WHEREAS, the University further desires to employ Stephen Carberry as the Director of Student Athlete Development and Community Relations, and he desires to accept such employment, as set forth in the attached Exhibit B;

WHEREAS, the University desires to continue its employment of Corey Gibson as Associate Head Coach of the Men’s Basketball program, as set forth in the attached Exhibit C; and

WHEREAS, each of aforementioned employment agreements is subject to the terms and conditions set forth in the attached Exhibit D.

NOW, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018/2019 Athletics Employment Agreements for Assistant Coaches and Administrators.

VOTE: **AYE** _____

NAY _____

Comments:

Ms. Carmelita Jeter, Mr. Jake Brydson and Mr. Carberry are receiving funds from previous positions that have left the University, such that their salaries do not represent new expenses to the Athletics Department or University.

The salary of Corey Gibson of \$105,000.00 remains the same as the previous year.

All above-referenced coaches will be eligible to earn achievement payments contingent upon the athletic success of their respective teams.



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

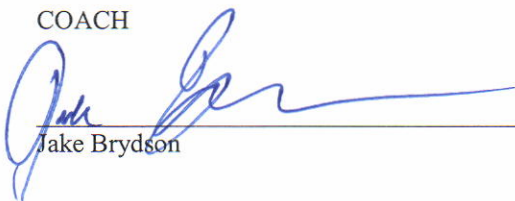
Name of Coach: Jake Brydson
Position: Assistant Coach
Sport: Women’s Track and Field
Term: September 27, 2018-June 30, 2019
Compensation: \$38,500 annually

Achievement Payments:
\$750 for each team conference championship or co-championship in Women’s Indoor or Outdoor Track and Field; and \$300 for each individual or relay team who qualifies per event in any of the following: High Jump, Long Jump, Triple Jump, Pole Vault, Shot Put, Discus, Hammer Throw, Javelin, Heptathlon, 100m Hurdles, or 400m Hurdles, for the NCAA Women’s Outdoor Track & Field Championship; and \$300 for each individual or relay team who qualifies per event in any of the following: High Jump, Long Jump, Triple Jump, Pole Vault, Shot Put, Weight Throw, Pentathlon, or 60m Hurdles, for the NCAA Women’s Indoor Track & Field Championship.

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

Moving expenses: The University agrees to reimburse Mr. Brydson for any documented expenses associated with Mr. Brydson’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Should Mr. Brydson depart the university prior to being employed for two full years, Mr. Brydson will be required to reimburse the university for all moving expenses incurred upon initial move.

COACH



Jake Brydson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

09/27/2018

Date

Date

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



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: Carmelita Jeter

Position: Assistant Coach

Sport: Women’s Track and Field

Term: Sept 5, 2018-June 30, 2019

Compensation: \$43,500 annually

Achievement Payments:

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

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

Moving expenses: The University agrees to reimburse Ms. Jeter for any documented expenses associated with Ms. Jeter’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Should Ms. Jeter depart the university prior to being employed for two full years, Ms. Jeter will be required to reimburse the university for all moving expenses incurred upon initial move.

COACH

MISSOURI STATE UNIVERSITY

Carmelita Jeter

Clifton M. Smart III
President

Date

Date

9-5-2018

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

Name of Administrator: Stephen Carberry

Position: Director, Student Athlete Development and Community Relations

Term: August 8, 2018 – June 30, 2019

Compensation: \$36,000

Achievement Payment(s):

\$750 should the athletics department for all teams NCAA average academic program rate (APR) meet or exceed the NCAA APR score of 985.

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Stephen Carberry

Clifton M. Smart III
President



Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: Corey Gipson

Position: Associate Head Coach

Sport: Men’s Basketball

Term: April 4, 2018-June 30, 2019

Compensation: \$105,000 annually

Achievement Payments:

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Regular Season Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season NIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 – Per win in the NCAA Tournament; and
- \$2,500 - Win the Sweet 16 NCAA; and
- \$2,500 – Win the Elite 8; and
- \$5,000 – Win a Game in the Final Four; and
- \$7,500 -NCAA Championship Game

Other Benefits and Incentives:

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

COACH



Corey Gipson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

- a. The University’s employment of the current head coach of the sport identified in this Agreement (“Sport”) ends for any reason; or
- b. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- c. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

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

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

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

4. Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

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

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

a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

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

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

a. Administrator fails to perform as agreed, Administrator otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or

b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

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

2. Duties. Administrator’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Administrator will be treated as an exempt employee for purposes of applicable wage and hour laws because Administrator’s duties primarily involve organizing and administering athletics programs, supervising sports programs, and supervising personnel associated with sports programs. Administrator will have a great deal of independent discretion and judgment as to the manner and method of such duties. Administrator shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics directs.

3. Use of Automobile. *This section applies only if this Agreement states that Administrator will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Administrator shall be furnished with an automobile, pursuant to a lease agreement with the University, for Administrator’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Administrator will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Administrator understands and agrees that Administrator (and not the University) is individually responsible for maintaining insurance for the automobile.

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

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

a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

f. Administrator is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

III.B.1.

RECOMMENDED ACTION - Approval of Actions Concerning Academic Employees.

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

BE IT RESOLVED by the Board of Governors for 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>
Sharath Rongali	Assistant Professor of Biology West Plains Campus	\$43,686	8/13/2018 5/24/2019

NON-ACADEMIC APPOINTMENT

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Barbara Dykes	Per Course Faculty Representative	\$800	10/1/2018 - 5/17/2019

(See Addendum A for Supplemental payments for the fall 2018 semester)

(See Addendum B for Per Course payments for the fall 2018 semester)

VOTE: **AYE** _____
 NAY _____

ADDENDUM A**Supplemental payments for the fall 2018 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$ 1090.28
Edward Birdyshaw	AGR/ECO	\$ 1,400
Cathy Boys	AGR/EGR/QBA/Div. Chair duties	\$ 8,895.94
Cindy Bridges	MTH	\$ 1,200
Judy Carr	EDU/SOC/Div. Chair duties	\$15,694.18
Anyta Cavitt	EDU	\$ 600
Bruce Cavitt	IDS	\$ 2,000
Melinda Denton	MTH	\$ 3,135.03
Ana Estrella	BMS	\$ 699.09
Alexandra Graham	ENG	\$ 4,800
Darrell Hampsten	EPR	\$ 2,500
James Hart	TEC	\$ 9,317.70
Phillip Howerton	ENG	\$ 5,605.80
Renee Keith	CFD/Internships	\$ 3,766.68
Mary Kellum	IDS	\$ 1,400
Kathy Mann	IDS	\$ 2,000
Jason McCollom	HST	\$ 3,090.60
Kathy Nordyke	IDS	\$ 1,400
Michael Orf	HST/PLS/PSY/SOC	\$14,169.13
Gary Phillips	COM	\$ 4,432.58
Alex Pinnon	HNR	\$ 2,520.26
Jacob Poulette	IDS	\$ 1,200
Frank Priest	ENG	\$ 1,800
Sharath Rongali	BIO	\$ 3,282.24
Joseph Rugutt	CHM	\$ 274.32
Dasha Russell	ACC/CIS	\$ 3,058.32
Brenda Smith	CFD	\$ 2,272.25
Tera Smith	CGP	\$ 1,920.26
Rajiv Thakur	GRY	\$ 2,880.77
Jay Towell	MTH/Div. Chair duties	\$10,577.41
Abel Jerry Trick	MTH/IDS Coord duties	\$ 3,340.09
Lisa Wade	NUR	\$ 4,085.33
Laurie Wall	EDU/IDS	\$ 1,800
V. Jane Ward	EDU	\$ 6,538
Ben Wheeler	BMS	\$ 4,770.59
David White	BUS/EPR Internships/Dist. Learn. Coord.	\$ 4,250
John Mark White	IDS	\$ 2,400
Linda Wulff-Risner	AGR/Internships	\$ 4,977.47

ADDENDUM B**Per Course payments for the fall 2018 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Valda Aguero	ART	\$ 1,800
Virginia Allsman	PSY	\$ 1,800
Elliott Anderson	REL	\$ 3,600
Kathryn Austin	PSY	\$ 2,100
Beverly Bishop	MTH	\$ 1,548.35
Paula Blackburn	COM	\$ 1,800
MaryAnn Boro	AGR	\$ 1,741.76
Teresa Brame	IDS	\$ 3,000
Sherryl, Brannan	KIN	\$ 1,404
Sharon Bynum	HST	\$ 3,600
Lillard David	GRY	\$ 1,800
Mary Ann Davis	GLG	\$ 5,208
Barbara Dykes	CHM	\$ 1,675
Dennis Emslie-Drummond	VIN	\$ 1,045.05
Nathan Ferree	ART/CGP	\$ 3,804
Emily Fox	PSY	\$ 1,800
Mark Fugitt	REL	\$ 1,800
Stephen Fugitt	REL	\$ 4,200
Joseph Geller	VIN	\$ 1,800
John Giannini	VIN	\$ 1,800
Lesa Hall	CIS	\$ 4,008
Phillip Hamilton	TEC	\$ 2,100
John Hansen	ENG	\$ 3,600
Sherry Harper-McAfee	COM/IDS	\$ 3,000
Danny Hobbs	PSY/SOC	\$ 3,600
Linda Hobbs	MTH	\$ 4,008
Jewel Holloway	IDS	\$ 2,400
Rebecca Holman	SOC	\$ 1,800
Mycroft Holmes	MTH	\$ 2,848.35
Cristin Hosmer	VIN	\$ 1,800
Melissa Hufstedler	MUS	\$ 1,800
Victoria Hutsell	COM	\$ 1,500
Candace Killian	HST	\$ 2,100
Carl Kimmons	CGP/PHY	\$ 5,412
Robert Kitt	ART	\$ 3,600
Seongchun Kwon	MTH	\$ 2,100
Seth Lancaster	ENG	\$ 1,800
Barbara Luna	CIS	\$ 4,008
Darrell Mahan	SOC	\$ 1,800
Elizabeth Mahan	PSY	\$ 1,800
Howard Mainprize	BIO	\$ 2,100
Angela McCully	CIS	\$ 2,004
Scott McWilliams	AGR	\$ 1,800
Heather Mulford	CIS	\$ 2,004
Anthony Nicholson	ENG	\$ 1,800
Michele Nigliazzo	CRM/LAW	\$ 4,200

ADDENDEM B cont'd.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
R A Pendergrass	PLS	\$ 2,100
Bonnie Peterson	CHM/PHY	\$ 6,816
Shelia Priest	REL	\$ 1,800
Kim Ragsdale	COM	\$ 1,800
Ashley Rowan	ENG	\$ 2,500
Laurette Roylance	BIO	\$ 3,006
Jason Self	CHM	\$ 3,738
Janice Sperry	MUS	\$ 1,800
Randy Story	COM/THE	\$ 3,600
Hannah Suggs	COM	\$ 1,800
Krista Tate	HST	\$ 3,600
Bethany Teeter	CRM/LWE	\$ 3,600
Patricia Thakur	PSY	\$ 1,800
Susan Trowbridge	SPN	\$ 1,800
Eric Tumminia	ENG	\$ 4,800
Alice Vandergriff	ART	\$ 3,600
Scotty Wall	PHI	\$ 1,800
Barbara Williams	ART	\$ 1,800
Bridget Williams	IDS	\$ 1,400
Julie Williams	EDU	\$ 2,100

III.B.2.

RECOMMENDED ACTION - Approval of Actions Concerning Non-Academic Employees.

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

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

APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Angela J. Marcak	Registration & Records Asst. WP Registration & Records	13	\$29,120 Annually	09/06/2018

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Dana L. Racer	From: Senior Academic Records Specialist WP Registration & Records To: Staff Emeritus WP Registration & Records	Status Change	07/01/2018

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jill Stephens	Software Support Specialist, WP WP Information Technology Services	08/31/2018
Danisha J. Hogue	New Media Specialist WP University Communications	08/24/2018

VOTE: **AYE** _____
 NAY _____

III.B.3.

RECOMMENDED ACTION - Approval of Purchasing 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 Purchasing Activity Report dated October 19, 2018, as presented by Business and Support Services on the West Plains campus, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report summarizes purchasing activities of Business and Support Services.

It is recommended that the attached report be approved.

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

October 19, 2018

Squires & Squires Investments

Budget

Cass Hall Lease

\$3,680.00

The prior lease of Cass Hall was not renewed as a result of reorganization with the completion of Hass-Darr Hall and was set to expire on July 31, 2018. A short-term lease was needed with the delays in construction of Hass-Darr Hall. This contract was for the period of August 1, 2018 through September 30, 2018. The rate of \$1,840.00 per month was agreed upon for this two-month lease, which was the lease amount detailed in the expiring lease. This lease is being funded out of operating funds.

Squires & Squires Investments

Budget

Cass Hall Lease

\$7,200.00

An agreement to lease Cass Hall was entered into for the amount of \$800.00 per month for the period of October 1, 2018 through June 30, 2019. With the additional change in departmental location reorganization, the decision to continue leasing Cass Hall for the remainder of FY19 was made. The decision to keep core student services closest to the areas of campus most frequented by students led to extending the lease of Cass Hall. This lease is being funded out of operating funds.

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this 10th day of August 2018, between SQUIRES & SQUIRES INVESTMENTS, WEST PLAINS, MISSOURI, INC. hereinafter referred to as "Lessor/Grantor," and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY – WEST PLAINS, hereinafter referred to as "University/Grantee."

WITNESSETH:

- 1) Now, therefore, Lessor/Grantor does hereby lease and demise unto University/Grantee, and University/Grantee does hereby take and hire from Lessor/Grantor, the following described real estate located at 515 Cass in Howell County, Missouri, to-wit, hereinafter referred to as the "Premises":

Lot Five (5) and Six (6) in block Eleven (11) in the Fousts Addition to the City of West Plains, Missouri.

- 2) The term of this Lease shall be for a period of two (2) months, possession to begin August 1, 2018, and expiring at midnight on September 30, 2018; provided, however, the University/Grantee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) month, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein. University/Grantee may exercise these options by providing written notice to Lessor/Grantor of its intent to exercise its option to extend the term of the Lease at least fifteen (15) days prior to the expiring term. Subsequent extensions, if any, will be negotiated by the Lessor/Grantor and University/Grantee.
- 3) University/Grantee shall pay One Thousand Eight Hundred Forty Dollars (\$1,840.00) per month payable by the 5th day of the month commencing on August 1, 2018. If the Lease is extended beyond the initial term expiring September 30, 2018, the rental amount shall remain the same. No security deposit will be required.
- 4) At any time during the term of this Lease, the University/Grantee may terminate this Lease provided University/Grantee has given Lessor/Grantor fifteen (15) days prior written notice of its intent to vacate the premises and said Lease shall terminate upon or after the expiration of said fifteen (15) day period, as specified by notice, with no further rental due from University/Grantee to Lessor/Grantor. If University/Grantee terminates the Lease under this paragraph, University/Grantee shall pay to the Lessor/Grantor a sum equal to two (2) weeks' base rent as a termination charge by the effective date of the termination.
- 5) In the event Lessor/Grantor desires to sell the property during the term of this lease, Lessor/Grantor agrees to give University/Grantee a notice in writing of at least 15 days before placing the property on the market. University/Grantee shall have a right to purchase said property at fair market value and shall have the right of first refusal before Lessor/Grantor enters into an agreement for the sale of the property.
- 6) Lessor/Grantor covenants and agrees as follows:
 - a) Lessor/Grantor is the owner of said property and has good right to lease the same and will warrant and defend the leasehold interest hereby created.
 - b) Lessor/Grantor shall deliver the premises to University/Grantee in a safe, clean, dry and habitable condition and in good order and repair, including electrical, plumbing, and all other facilities serving the premises.
 - c) University/Grantee may peacefully and quietly hold and enjoy the Premises during the term hereof without any interruption from the Lessor/Grantor or any other persons claiming under Lessor/Grantor, subject, however, to the right of Lessor/Grantor to inspect the Premises at reasonable times and intervals, upon reasonable notice to University/Grantee.

- d) Lessor/Grantor shall maintain the HVAC, electrical, plumbing, roof and exterior of the Demised Premises and maintain the exterior property. University/Grantee shall maintain the lawn and associated plantings. Lessor/Grantor agrees to maintain the premises so that the building is dry and habitable at all times.
 - e) Lessor/Grantor shall, at its expense, before commencement of the term of this Lease, have the air conditioning, heating, electrical, and plumbing equipment ("equipment") serving the premises inspected and placed in good operating condition. Upon Lessor's/Grantor's failure to do so, University/Grantee may, at its option, cause equipment placed in good operating condition and deduct the reasonable expense thereof from the rent. The equipment will be maintained by Lessor/Grantor at its expense. Should replacement of equipment become necessary through ordinary wear and tear or otherwise, Lessor/Grantor, at its expense, agrees to replace same with another or others of at least equal efficiency and capacity to present equipment.
 - f) Lessor/Grantor shall maintain during the term of this Lease standard Lessor's/Grantor's property and casualty insurance, insuring the Demised Premises against fire and other casualty for the full value of the building and improvements. Lessor/Grantor shall carry liability insurance with regard to the Demised Premises. University/Grantee shall maintain during the term of this Lease standard University's/Grantee's insurance for the full value of the University/Grantee-owned contents of the facility.
 - g) Property taxes, if any, shall be paid by Lessor/Grantor.
 - h) Lessor/Grantor covenants and agrees that at its own expense, and without any right of reimbursement from University/Grantee, it shall effect such improvements, alterations, repairs, additions or replacements to the Exterior Areas to fully and timely comply with the requirements of all governmental authorities applicable to the Exterior Areas, including, without limitation, planning and zoning rules and regulations, building, health and fire codes, the "American with Disabilities Act" of 1990 as amended and the Federal regulations promulgated thereunder (the "Disabilities Act"); provided, however, that with respect to the Disabilities Act, the parties agree as follows:
 - (i) Each party shall have responsibility under the Disabilities Act for its own standards, criteria, policies, practices, and procedures.
 - (ii) University/Grantee shall have the responsibility for the provision of "auxiliary aids and services" (as such term is used in the Disabilities Act) to its customers, if and to the extent required in connection with its operation of its business on the Premises.
 - (iii) Unless specifically provided to the contrary elsewhere in this Lease, Lessor/Grantor shall have responsibility for the removal of barriers in the Common Areas, where such removal is required by the Disabilities Act.
 - (iv) Where barrier removal is not required by the Disabilities Act, but the use of alternative methods of providing access is required, Lessor/Grantor or University/Grantee, as required in this Section, shall have responsibility for the use of such methods except to the extent that the Disabilities Act required alternative methods that involve services by University's/Grantee's employees for the retrieval or delivery of University's/Grantee's inventory.
- 7) University/Grantee covenants and agrees as follows:
- a) To pay the rent herein provided to Lessor/Grantor within the time provided at such places and addresses as Lessor/Grantor may reasonably designate in writing.
 - b) The University/Grantee, during the term of this lease, may renovate, remodel, recondition, rehabilitate, convert, change, and alter the Interior of the Premises, and attach fixtures thereto, and make any and all improvements thereto, at the expense of the University/Grantee, and University/Grantee shall have full power and right, at any time during the term of this lease, provided University/Grantee is not then in default in the performance of any of its obligations hereunder, to tear down, remove any fixture on the leased Premises or any part thereof, or to alter or change the same in material respects, at the University's/Grantee's expense; *provided, however,* that these rights may be exercised only in accordance with plans and specifications submitted to and approved in writing by the Lessor/Grantor. The University/Grantee may make such reasonable variations from, and modifications in, such plans and specifications originally

approved by the Lessor/Grantor as the University/Grantee deems necessary in the course of carrying out such plans and specifications. All such renovating, remodeling, reconditioning, rehabilitating, converting, changing, and altering of the Premises, and all additions, structures, and fixtures added to the Premises, by the University/Grantee, which are remaining thereon at the termination of this lease, however, accomplished, or when the University/Grantee begins reconversion of the Premises, shall then become the property of the Lessor/Grantor; and the University/Grantee shall be under no obligation to restore or reconvert the Premises to their condition at the time of the execution of this lease; *provided, however*, that in the event the University/Grantee determines to terminate this lease, *except* where such termination is in pursuance of an election made by the University/Grantee under the provisions of paragraph 4 hereof, and the conversion of the Premises has been actually commenced but has not been completed, the University/Grantee, at its sole option, before such termination becomes effective, shall either complete the conversion or restore or reconvert the Premises to their condition at the time of the execution of this lease; and, *provided further*, that in the event this lease has been terminated, *except* where such termination is effected under the provisions of paragraph 5 hereof, the University/Grantee shall restore or reconvert the Premises whenever the changes and alterations therein have been of a temporary nature and have been designated as such in the plans and specifications approved by the Lessor/Grantor.

- c) University/Grantee may erect such signs on or about the premises as shall conform with applicable ordinances.
 - d) University/Grantee agrees to pay for all utility services for the demised premises during the term of this Lease.
 - e) University/Grantee represents that it is protected by the State Legal Expense Fund, 105.711 RS Mo et seq. University/Grantee agrees to assume responsibility for their own acts during the performance of this Agreement and will not be responsible for the acts of Lessor/Grantor.
- 8) University/Grantee shall have no right to assign this Lease or sublet the Demised Premises without the prior written consent of Lessor/Grantor.
- 9) In the event that it shall become necessary for Lessor/Grantor or University/Grantee to institute legal action as a result of the default by the other party under any terms of this Lease Agreement, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee.
- 10) Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Lessor/Grantor or University/Grantee sufficient as delivery to all), or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for Lessor/Grantor, addressed as follows: Squires & Squires Investments, Attention: Russ Squires, P.O. Box 946, West Plains, MO 65775; and if addressed to University/Grantee, addressed as follows: Missouri State University-West Plains; Attention, Scott Schneider, 128 Garfield Avenue, West Plains, MO 65775. Properly addressed and mailed, delivery shall be deemed upon mailing.
- 11) This Lease Agreement may be modified or extended only as set out herein.
- 12) This Lease shall be binding upon the parties hereto, their successors, personal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their hands the day and year first above written.

Squires & Squires Investments, LESSOR/GRANTOR

By: *Russell Squires* 8/10/18
Date

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY,
UNIVERSITY/GRANTEE

By: *John S. ...* 8/10/18
Date

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this 24th day of September 2018, between SQUIRES & SQUIRES INVESTMENTS, WEST PLAINS, MISSOURI, INC. hereinafter referred to as "Lessor/Grantor," and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY – WEST PLAINS, hereinafter referred to as "University/Grantee."

WITNESSETH:

- 1) Now, therefore, Lessor/Grantor does hereby lease and demise unto University/Grantee, and University/Grantee does hereby take and hire from Lessor/Grantor, the following described real estate located at 515 Cass in Howell County, Missouri, to-wit, hereinafter referred to as the "Premises":

Lot Five (5) and Six (6) in block Eleven (11) in the Fousts Addition to the City of West Plains, Missouri.

- 2) The term of this Lease shall be for a period of nine (9) months, possession to begin October 1, 2018, and expiring at midnight on June 30, 2019; provided, however, the University/Grantee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) year, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein. University/Grantee may exercise these options by providing written notice to Lessor/Grantor of its intent to exercise its option to extend the term of the Lease at least sixty (60) days prior to the expiring term. Subsequent extensions, if any, will be negotiated by the Lessor/Grantor and University/Grantee.
- 3) University/Grantee shall pay Eight Hundred Dollars (\$800.00) per month payable by the 5th day of the month commencing on October 1, 2018. If the Lease is extended beyond the initial term expiring June 30, 2019, the rental amount shall remain the same. No security deposit will be required.
- 4) At any time during the term of this Lease, the University/Grantee may terminate this Lease provided University/Grantee has given Lessor/Grantor sixty (60) days prior written notice of its intent to vacate the premises and said Lease shall terminate upon or after the expiration of said sixty (60) day period, as specified by notice, with no further rental due from University/Grantee to Lessor/Grantor. If University/Grantee terminates the Lease under this paragraph, University/Grantee shall pay to the Lessor/Grantor a sum equal to two (2) months' base rent as a termination charge by the effective date of the termination.
- 5) In the event Lessor/Grantor desires to sell the property during the term of this lease, Lessor/Grantor agrees to give University/Grantee a notice in writing of at least 60 days before placing the property on the market. University/Grantee shall have a right to purchase said property at fair market value and shall have the right of first refusal before Lessor/Grantor enters into an agreement for the sale of the property.
- 6) Lessor/Grantor covenants and agrees as follows:
 - a) Lessor/Grantor is the owner of said property and has good right to lease the same and will warrant and defend the leasehold interest hereby created.
 - b) Lessor/Grantor shall deliver the premises to University/Grantee in a safe, clean, dry and habitable condition and in good order and repair, including electrical, plumbing, and all other facilities serving the premises.
 - c) University/Grantee may peacefully and quietly hold and enjoy the Premises during the term hereof without any interruption from the Lessor/Grantor or any other persons claiming under Lessor/Grantor, subject, however, to the right of Lessor/Grantor to inspect the Premises at reasonable times and intervals, upon reasonable notice to University/Grantee.
 - d) Lessor/Grantor shall maintain the HVAC, electrical, plumbing, roof and exterior of the Demised Premises and maintain the exterior property. University/Grantee shall maintain the lawn and

associated plantings. Lessor/Grantor agrees to maintain the premises so that the building is dry and habitable at all times.

- e) Lessor/Grantor shall, at its expense, before commencement of the term of this Lease, have the air conditioning, heating, electrical, and plumbing equipment ("equipment") serving the premises inspected and placed in good operating condition. Upon Lessor's/Grantor's failure to do so, University/Grantee may, at its option, cause equipment placed in good operating condition and deduct the reasonable expense thereof from the rent. The equipment will be maintained by Lessor/Grantor at its expense. Should replacement of equipment become necessary through ordinary wear and tear or otherwise, Lessor/Grantor, at its expense, agrees to replace same with another or others of at least equal efficiency and capacity to present equipment.
 - f) Lessor/Grantor shall maintain during the term of this Lease standard Lessor's/Grantor's property and casualty insurance, insuring the Demised Premises against fire and other casualty for the full value of the building and improvements. Lessor/Grantor shall carry liability insurance with regard to the Demised Premises. University/Grantee shall maintain during the term of this Lease standard University's/Grantee's insurance for the full value of the University/Grantee-owned contents of the facility.
 - g) Property taxes, if any, shall be paid by Lessor/Grantor.
 - h) Lessor/Grantor covenants and agrees that at its own expense, and without any right of reimbursement from University/Grantee, it shall effect such improvements, alterations, repairs, additions or replacements to the Exterior Areas to fully and timely comply with the requirements of all governmental authorities applicable to the Exterior Areas, including, without limitation, planning and zoning rules and regulations, building, health and fire codes, the "American with Disabilities Act" of 1990 as amended and the Federal regulations promulgated thereunder (the "Disabilities Act"); provided, however, that with respect to the Disabilities Act, the parties agree as follows:
 - (i) Each party shall have responsibility under the Disabilities Act for its own standards, criteria, policies, practices, and procedures.
 - (ii) University/Grantee shall have the responsibility for the provision of "auxiliary aids and services" (as such term is used in the Disabilities Act) to its customers, if and to the extent required in connection with its operation of its business on the Premises.
 - (iii) Unless specifically provided to the contrary elsewhere in this Lease, Lessor/Grantor shall have responsibility for the removal of barriers in the Common Areas, where such removal is required by the Disabilities Act.
 - (iv) Where barrier removal is not required by the Disabilities Act, but the use of alternative methods of providing access is required, Lessor/Grantor or University/Grantee, as required in this Section, shall have responsibility for the use of such methods except to the extent that the Disabilities Act required alternative methods that involve services by University's/Grantee's employees for the retrieval or delivery of University's/Grantee's inventory.
- 7) University/Grantee covenants and agrees as follows:
- a) To pay the rent herein provided to Lessor/Grantor within the time provided at such places and addresses as Lessor/Grantor may reasonably designate in writing.
 - b) The University/Grantee, during the term of this lease, may renovate, remodel, recondition, rehabilitate, convert, change, and alter the Interior of the Premises, and attach fixtures thereto, and make any and all improvements thereto, at the expense of the University/Grantee, and University/Grantee shall have full power and right, at any time during the term of this lease, provided University/Grantee is not then in default in the performance of any of its obligations hereunder, to tear down, remove any fixture on the leased Premises or any part thereof, or to alter or change the same in material respects, at the University's/Grantee's expense; *provided, however*, that these rights may be exercised only in accordance with plans and specifications submitted to and approved in writing by the Lessor/Grantor. The University/Grantee may make such reasonable variations from, and modifications in, such plans and specifications originally approved by the Lessor/Grantor as the University/Grantee deems necessary in the course of carrying out such plans and specifications. All such renovating, remodeling, reconditioning,

rehabilitating, converting, changing, and altering of the Premises, and all additions, structures, and fixtures added to the Premises, by the University/Grantee, which are remaining thereon at the termination of this lease, however, accomplished, or when the University/Grantee begins reconversion of the Premises, shall then become the property of the Lessor/Grantor; and the University/Grantee shall be under no obligation to restore or reconvert the Premises to their condition at the time of the execution of this lease; *provided, however*, that in the event the University/Grantee determines to terminate this lease, *except* where such termination is in pursuance of an election made by the University/Grantee under the provisions of paragraph 4 hereof, and the conversion of the Premises has been actually commenced but has not been completed, the University/Grantee, at its sole option, before such termination becomes effective, shall either complete the conversion or restore or reconvert the Premises to their condition at the time of the execution of this lease; and, *provided further*, that in the event this lease has been terminated, *except* where such termination is effected under the provisions of paragraph 5 hereof, the University/Grantee shall restore or reconvert the Premises whenever the changes and alterations therein have been of a temporary nature and have been designated as such in the plans and specifications approved by the Lessor/Grantor.

- c) University/Grantee may erect such signs on or about the premises as shall conform with applicable ordinances.
 - d) University/Grantee agrees to pay for all utility services for the demised premises during the term of this Lease.
 - e) University/Grantee represents that it is protected by the State Legal Expense Fund, 105.711 RS Mo et seq. University/Grantee agrees to assume responsibility for their own acts during the performance of this Agreement and will not be responsible for the acts of Lessor/Grantor.
- 8) University/Grantee shall have no right to assign this Lease or sublet the Demised Premises without the prior written consent of Lessor/Grantor.
- 9) In the event that it shall become necessary for Lessor/Grantor or University/Grantee to institute legal action as a result of the default by the other party under any terms of this Lease Agreement, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee.
- 10) Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Lessor/Grantor or University/Grantee sufficient as delivery to all), or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for Lessor/Grantor, addressed as follows: Squires & Squires Investments, Attention: Russ Squires, P.O. Box 946, West Plains, MO 65775; and if addressed to University/Grantee, addressed as follows: Missouri State University-West Plains; Attention, Scott Schneider, 128 Garfield Avenue, West Plains, MO 65775. Properly addressed and mailed, delivery shall be deemed upon mailing.
- 11) This Lease Agreement may be modified or extended only as set out herein.
- 12) This Lease shall be binding upon the parties hereto, their successors, personal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their hands the day and year first above written.

Squires & Squires Investments, LESSOR/GRANTOR

By: *Russell Squires* 9/24/18
Date

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY,
UNIVERSITY/GRANTEE

By: *Scott L. ...* 9/24/18
Date

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 _____

Recommend the attached report summarizing all reportable Office of Procurement Services activity from July 25, 2018 through October 3, 2018.

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

FOR APPROVAL

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

Furniture Plaster Student Union (PSU)	\$275,000.00 (Estimated)
--	-------------------------------------

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, approval is recommended to purchase furniture for placement throughout the Plaster Student Union.

Existing furniture is in need of replacement, and the proposed purchase is a collaborative effort between the Plaster Student Union and the Student Government Association (SGA). Approval from the Student Government Association was received on September 25, 2018.

The purchase would be from Scott Rice Office Works for Steelcase Furniture through an E&I cooperation contract, and Office Furniture Systems (OFS) through a National International Purchasing Alliance (NIPA) cooperative contract.

Note: Funding to be allocated equally between the PSU Net Assets Fund and Student Initiative Fund.

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

Segmentation of Networks – Computing/Telecommunications Centers Information Services	\$600,000.00 (Estimated)
---	-------------------------------------

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks approval to utilize E&I Contract CNR01278 through JMA Information Technology. The purpose is to obtain Juniper networking equipment needed to implement network segmentation within the Cheek and Lybyer Computing Centers, and the Blair Shannon Telecommunications Center.

**ACTIVITY REPORT
PAGE TWO**

This initiative will replace outdated Cisco networking switches with state-of-the-art Juniper Data Center switches capable of expanding throughput capacity, improving reliability, and enhancing information security capabilities via enterprise-class networking firewalls. As identified by the recent external information security assessment, the implementation of segmentation within these Centers will significantly reduce information security risks.

Note: Funding to be from Networking and Telecommunications reserves.

Single purchase > \$250,000 that was competitively bid

**Scanning Electron Microscope \$900,000.00
Jordan Valley Innovation Center**

In response to required advertising, one bid was received for a scanning electron microscope for the Jordan Valley Innovation Center (JVIC). Recommend approval to award to JEOL USA, Incorporated as the only respondent.

The JSM-7900F Scanning Electron Microscope is a flexible platform that combines high-resolution imaging with nano scale microanalysis options. This system excels in fast data acquisition through simple and automated operation, and the JSM-7900F is equipped with a large specimen chamber that accommodates a wide variety of detectors simultaneously. A new Soft X-ray Emission Spectrometer (SXES) allows efficient and parallel collection of very low-energy rays with chemical state analysis.

Acquisition of the system is to support two existing Research Cooperative Agreements with the U.S. Army Engineer Research and Development Center (ERDC):

- A. *Advancing Carbon Nanomaterials-Based Device Manufacturing through Life Cycle Analysis (LCA), Risk Assessment and Mitigation.*
- B. *Printed Electronic Nano Carbon-Based Devices and Systems to Improve Real-Time Surface Water Contamination Sensing.*

Project A is currently in year three, and year four funding is pending. Project B is currently in year one, with years two and three expected to follow. Funds for this equipment will be allocated from year four of Project A and year one of Project B.

**ACTIVITY REPORT
PAGE THREE**

Due to the longer lead-time of this microscope and spectrometer, five months, the RFQ process was completed and approval is being requested to purchase this system when the year four funds of Project A are received. The year four funds for Project A are expected to be received in the September/October, 2018 timeframe. Purchase of this equipment is contingent upon receipt of this grant funding.

Note: Funding to be from Research Cooperative Agreement with U.S. Army Engineer Research and Development Center.

FOR INFORMATIONAL PURPOSES ONLY

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

Water Treatment Chemicals and Services	\$100,000.00
Facilities Management Maintenance	(Estimated)

Recommend extension of expiring Contract C6423-1 Water Treatment Chemicals and Services with U.S. Water Services Incorporated for the period of October 1, 2018 through September 30, 2019.

The purpose of the extension is to allow time to monitor the expiring contract before issuance of a new solicitation. The current spend with U.S. Water Services of \$82,000.00 annually is projected to change to > \$100,000.00 due to recent modifications to include two new chiller stations located on Cherry Street and the Jordan Valley Innovation Center. Both locations will be in operation all year.

Note: Funding to be from ongoing operational budgets.

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

Maintenance Contracts for Networking Infrastructure Equipment	\$110,461.19
Networking and Telecommunications	(Estimated)

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks approval to utilize E&I Contract CNR01278 through JMA Information Technology. The purpose is to

**ACTIVITY REPORT
PAGE FOUR**

obtain Juniper hardware maintenance services, software licenses, and associated technical support for equipment contained within the University’s networking infrastructure.

Purchase order issued to JMA Information Technology to renew existing maintenance services contracts. This action will combine multiple maintenance services contract renewal periods in order to achieve cotermination on September 20, 2021.

Note: Funding to be from the Networking and Telecommunications FY19 operational budget.

Single Feasible Source > \$100,000

**Software for Collections
Financial Services** **\$137,925.00
(Estimated Year One)**

Payment has been issued to Ellucian Banner for its Ellucian Campus Receivables Collector (CRC) software module. Additional technology was needed in order to more cost effectively administer the collection of past due accounts receivable.

Product/Service	Cost
Licensure, One-Time	\$ 55,250.00
Implementation, Module, Training, One-Time	\$ 67,942.00
Support, Year One, Twelve Months, January – December, Annual	\$ 11,050.00
Support, 2018, Remaining Four Months, September – December, Pro-Rated, One-Time	\$ 3,683.00
Total	\$137,925.00

The University currently utilizes a stand-alone University internally developed software module for collections, along with the previously solicited Ellucian Banner suite of software for its core business applications for all students and faculty. Selection of Ellucian’s collection software would allow for its integration with the existing Ellucian Banner platform, resulting in enhanced value. The degree of alignment needed for the platform and module can best be achieved by procuring both sets of software from the same vendor.

Included in the initial one-year contract is perpetual licensure, implementation, training, and first-year maintenance. **Subject to continuing need and ongoing satisfactory performance, four optional one-year renewals, through December 31, 2023, will**

**ACTIVITY REPORT
PAGE FIVE**

continue to be made on an annual basis. Annual price escalation is three-percent per year during the renewal periods.

Note: Funding to be from departmental carryforward funds for the one-time costs, and ongoing operational budgets for annual support.

Single Feasible Source > \$100,000

**Assessments/Membership Dues, Common Library Platform (CLP) \$181,116.64
Meyer Library**

MOBIUS is a consortium of 55 academic libraries in Missouri that was established with funding from the Missouri legislature. Missouri State University has been a member of the consortium for the past 18 years.

Per University policy, which allows for single feasible source transactions, payment processed to MOBIUS for membership and assessment fees to renew access to the on-line catalog system for July 1, 2018 through June 30, 2019.

Subject to continued satisfactory performance, the University will exercise renewable options annually on an ongoing basis as needed.

Note: Funding to be from ongoing operational budgets.

Single Feasible Source > \$100,000

**Program Fees \$183,400.00
Broadcast Services – KSMU Radio (Estimated One Year)**

Payment processed to National Public Radio (NPR) as the single feasible source for FY19 programming membership fees for the period of October 1, 2018 through September 30, 2019.

Subject to ongoing need and satisfactory performance, future annual payments will be made on a continuing basis.

**ACTIVITY REPORT
PAGE SIX**

NPR is the sole distributor of the following programs aired on KSMU Radio: *Morning Edition*, *All Things Considered*, *Fresh Air*, and *Here and Now*. These programs are established parts of KSMU's broadcast schedule.

Note: Funding to be from ongoing operational budgets.

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

**Software for Digital Accessibility \$189,000.00
Office for Institutional Equity and Compliance**

The Blackboard Learning Management System (LMS) is the online platform for classroom instruction utilized by the University.

Blackboard Ally is a software program that is an addition to the Blackboard Learning Management System (LMS). This software program is to implement digital accessibility for individuals with disabilities, and will more fully demonstrate that the University is making good faith efforts to ensure that individuals with disabilities have access to educational materials that are comparable to those available to individuals without disability. The action advances compliance with education, the University's most basic function.

Implementation of Blackboard Ally also supports the University's responsibility for ensuring compliance with a range of nondiscrimination laws in regard to individuals with disabilities, including Section 504 of the Rehabilitation Act of 1973 (as amended), the Americans with Disabilities Act (ADA) (as amended), the Individuals With Disabilities Education Act (IDEA), and the State of Missouri Information Communication Technology (ICT) Standards.

Payment processed to Blackboard for year one of a five-year contract, beginning on October 1, 2018 and ending on September 30, 2023.

Subject to continued satisfactory performance, the University will exercise renewable options annually on an ongoing basis as needed.

**ACTIVITY REPORT
PAGE SEVEN**

Cost Summary, Five One-Year Periods	
Initial Year 1 (10.01.18 – 9.30)	\$ 27,000.00
Renewal Year 2 (10.01.19 – 9.30.20)	\$ 40,500.00
Renewal Year 3 (10.01.20 – 9.30.21)	\$ 40,500.00
Renewal Year 4 (10.01.21 - 9.30.22)	\$ 40,500.00
Renewal Year 5 (10.01.22 – 9.30.23)	\$ 40,500.00
Total	\$189,000.00

Note: Funding to be from Financial Services for period one at \$27,000.00. Each subsequent year will be funded by the Office of the Provost at \$10,000.00, and by the Office of the President at \$30,500.00.

Contract for the purchase of goods and services estimated > \$250,000 that was competitively bid

Air Charter Services – Men’s/Women’s Basketball Intercollegiate Athletics **\$236,225.00 (Estimated)**

In response to required advertising to provide charter air transportation services for seven (7) trips for the men’s basketball team, and three (3) trips for the women’s basketball team, seven (7) bids were received.

Recommend award to Charter Search, Incorporated, as the incumbent at an estimated cost of \$236,225.00. Payment terms will be a 50% deposit when scheduling each trip, and 50% due 60 days prior to departure.

Note: Funding to be from the FY19 operational budget.

Single Feasible Source > \$250,000

Journal Subscription Renewals Meyer Library **\$283,400.00 (Estimated)**

Payment processed to Elsevier B.V. for the e-subscription fee for electronic access to subscribed titles of the Science Direct Collections published by Elsevier, Incorporated.

**ACTIVITY REPORT
PAGE EIGHT**

As approved by the Board of Governors at the November, 2016 meeting, subject to ongoing satisfactory performance, the University will continue to make annual renewal payments when due.

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

The University has previously subscribed to 106 journals through its contract vendor, Harrassowitz. However, Harrassowitz no longer offers any extension or credit or prepayment subscription discounts on these titles, as they have in the past. Therefore, the University now works directly with the publisher, Elsevier, B.V. By subscribing directly, the savings to the University is one percent (1%). The period covered by this renewal is January 1, 2019 through December 31, 2019.

Note: Funding to be from ongoing operational budgets.

III.C.2.

RECOMMENDED ACTION - Approval to Amend G8.04 Investment Policy.

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

WHEREAS, Missouri State University's Investment Policy G8.04 defines the procedures and practices to invest University Funds; and

WHEREAS, best practices and efficient management of investments require a change in the policy to reflect the University's practices; and

WHEREAS, Administration recommends the following changes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the following changes to Investment Policy G8.04 be adopted.

VOTE: AYE _____

NAY _____

COMMENTS:

Investment Policy

G8.04 Investment Policy

Authority

The statutes of the State of Missouri, Section 174.457 R.S. Mo. (1995), authorize Missouri State University (MSU) to invest monies not needed for the daily operation of the University. The MSU Board of Governors sets policy regarding the investment of University funds. Responsibility for the day-to-day administration of this policy has been assigned by the MSU Board of Governors to the Chief Financial Officer and those persons he/she shall designate to have the authority for investing MSU's funds.

Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the Chief Financial Officer and his/her staff

shall be the “prudent investor” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

Ethics and Conflicts of Interest

Personnel involved in the investment process shall refrain from personal business activity that could create an appearance of impropriety or could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Board of Governors any material financial interest in financial institutions that conduct business within Missouri, and they shall further disclose any large personal/investment positions that could be related to the performance of the MSU portfolio.

Objectives

MSU’s primary objectives for managing its investment portfolios are legality, safety, liquidity, appropriateness and yield. The maturities will be structured to meet the needs of the various fund groups.

MSU may seek to enhance total portfolio return by means of active portfolio management. The prohibition of speculative investments precludes pursuit of gain or profit through unusual risk. However, investment trading in response to changes in market value or market direction is warranted under active portfolio management.

Performance

The portfolio should produce, over a period of time, book yields in excess of a low risk passive benchmark. For management purposes the total rate of return will be calculated for the portfolio and compared to appropriate security market indexes on an annual basis.

Broker/Dealer Requirements

Investments will be made through banks or securities dealers which have been approved by the Chief Financial Officer. All purchases and sales will be through a competitive bid process. Such securities dealers and banks shall have been subjected to an appropriate investigation by the staff of the Chief Financial Officer's office, which shall include, among other things, a written review of the firm’s financial statements and the background of the sales representative. All approved dealers must be fully licensed and registered NASD Broker/Dealers or exempt banks. Criteria used to select securities dealers will include:

- Financial strength and capital adequacy of firm
- Services provided by firm

- Research services available
- Resume, reputation and qualifications of sales representative
- Due diligence and firm references
- State government expertise

Permissible Investments and Guidelines

Only legal investments will be purchased for the investment portfolio. These include:

1. Certificates of Deposit
 - A. Certificates of deposit shall be collateralized in accordance with Missouri statutes. All depositories must have a signed depository agreement with MSU.
 - B. A financial institution will be eligible to receive total deposits in an amount not to exceed their equity capital.
2. U.S. Treasury and Federal Agency Securities

This includes U.S. Government securities, U.S. Government Agency securities and U.S. Government guaranteed securities, including but not limited to: all direct obligations of the U.S. Government, Federal Farm Credit Banks, Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Resolution Funding Corporation, and Student Loan Marketing Association.

3. Repurchase Agreements.
 - A. Repurchase agreements may be entered into for periods of 90 days or less.
 - B. Repurchase agreements must be purchased through approved broker/dealers. All approved broker/dealers must have a signed Public Securities Association Master Repurchase Agreement on file with the Office of the Chief Financial Officer.
 - C. All collateral will be delivered to an approved third party custodian.
 - D. Repurchase agreements must be collateralized 101% with approved securities. The market value of the collateral will be computed and reviewed at least weekly by the staff of the Chief Financial Officer to determine collateral adequacy.
4. Corporate Bonds

Investment grade corporate bonds, which require a rating of A or better by Standard & Poor's Ratings Group and Moody's Investors Services.

5. Commercial Paper

Commercial paper with credit ratings of A1 and P1 received from Standard & Poor's Ratings Group and Moody's Investors Services.

6. Bankers' Acceptances

Bankers' acceptances may be purchased only from banks which are on the approved broker/dealer list. The credit ratings must be A1 and P1 received from Standard & Poor's Ratings Group and Moody's Investors Services.

7. Money Market Funds

Money market funds which are SEC 2a-7 compliant and have received the highest possible rating by at least two Nationally Recognized Statistical Ratings Organizations.

The maximum percentage of the total investment funds held in each instrument listed above shall be:

1. No more than 15% of the total portfolio will be held in any one bank, unless a safekeeping/custody agreement is in place per the provisions below.
2. No restriction on direct obligations of the U. S. Government, U.S. Government Agency issues or U.S. Government guaranteed securities.
3. No restriction for repurchase agreements which are fully collateralized by U.S. Government securities.
4. No more than 20% of the portfolio to be held in corporate bonds, with no more than 5% of the portfolio to be held with any one issuer.
5. No more than 30% of the portfolio to be held in commercial paper, with no more than 5% of the portfolio to be held with any one issuer.
6. No more than 20% of the portfolio to be held in bankers' acceptances, with no more than 5% of the portfolio to be in holdings of any one issuer.
7. No more than \$4,000,000 to be held in money market funds.

Safekeeping and Custody

All securities will be held by a third-party providing safekeeping or custodian services in a fiduciary capacity in the name of Missouri State University designated by the Chief Financial Officer and evidenced by appropriate CUSIP documentationsafekeeping receipts.

Internal Controls Summary

The Chief Financial Officer has established a system of internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees of the office of the Chief Financial Officer. Controls deemed most important include: separation of duties (which includes initiation of transactions, custody of assets and record keeping, and documented approval by the Chief Financial Officer or the President and/or his designee of all sales and purchases of investments); custodial safekeeping; clear delegation of authority; written confirmation of telephone transactions; minimizing the number of authorized investment officials; documentation of transaction strategies; and code of ethics

Reporting

The staff of the Chief Financial Officer shall report monthly to the Chief Financial Officer on the present status of the investment portfolio. The information provided will include realized securities gains and losses, weighted average maturities and yields, and the market valuation of the investment portfolio. (Bd. Min. 1-9-96; Res. Policies and Procedures No. 23-96.)

III.D.1.

RECOMMENDED ACTION - Approval of Activity Report for the months of July 2018 and August 2018.

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 months of July 2018 and August 2018, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE**_____

NAY_____

COMMENTS:

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

It is recommended that the attached report be accepted.

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

July 2018 and August 2018

This report documents activities managed by Planning, Design & Construction for the months of July 2018 and August 2018. The projects listed here are greater than \$100,000.00 and did not exceed a project budget of \$250,000.00. Those project bids, notices to proceed, and activity on consultant contracts are listed on this activity report.

July 3, 2018

**Expansion of Building 4,
Jordan Valley Innovation Center**

A contract was signed with The Vecino Group, LLC for services in conjunction with the expansion of Building 4 at Jordan Valley Innovation Center. The fixed fee for the consultant's work is \$137,900.00. This project is being funded by the President's Program Enhancement budget.

August 6, 2018

**Elevator Cab Interior Refurbishing,
Sunvilla Tower**

**Project Budget
\$149,000.00**

Bids were received to refurbish the interiors of both elevators in Sunvilla Tower. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$124,695.00.

The bids received on this project are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total (Base Bid + Alt. 1 & 2)
Kenmar Construction, Inc.	\$86,586.00	\$17,908.00	\$20,201.00	\$13,205.00	\$124,695.00
Thyssenkrupp Elevator	\$99,651.00	\$107,709.00	\$99,776.00	\$106,996.00	\$307,136.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$3,902.50
Construction Contracts	\$124,695.00
Project Administration	\$6,902.50
Construction Contingency	\$13,500.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$149,000.00

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

III.D.2.

RECOMMENDED ACTION - Approval of consultant and authority to enter into an agreement for professional services in conjunction with the phase II renovation of Woods House.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the professional services of TreanorHL in conjunction with the phase II renovation of Woods House be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that TreanorHL perform this work for not-to-exceed fee of Three Hundred Twenty Thousand and 00/100ths dollars (\$320,000.00) plus reimbursable expenses.

BE IT FURTHER RESOLVED that this be paid from the Woods House Finishes budget funded by the Residence Life Reserve budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Following the successful phase I renovation of Woods House in the summer of 2018, Residence Life would like to proceed with phase II of the Woods House renovation. Items to be accomplished under this phase include reconfiguration of the bathrooms and new finishes on the first and tenth floors.

TreanorHL was the firm selected for this project due to their success with phase I of the Woods House renovation. The consultant will provide comprehensive design services, from schematic design through post-construction, as part of their fee for this project.

This project will be paid from the Woods House Finishes budget funded by the Residence Life Reserve (\$320,000.00) budget.

III.D.3.

RECOMMENDED ACTION – Approval of bids and award of a contract for the lobby improvements at Hammons House.

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 Carson-Mitchell, Inc. in the amount of Three Hundred Forty-five Thousand Sixty and 00/100ths dollars (\$345,060.00) for the base bid plus alternates 1 and 2 for the lobby improvements at Hammons House be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$27,482.00
Construction Costs	\$345,060.00
Project Administration	\$18,628.00
Construction Contingency	\$55,880.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$2,950.00
Relocation Costs	\$0.00
Total Project Budget	\$450,000.00
Funding Source	
Hammons House Replace Finishes budget	\$450,000.00
Total Funding Source	\$450,000.00

BE IT FURTHER RESOLVED that this be paid from the Hammons House Replace Finishes budget funded by the Residence Life Reserve budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative 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. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

VOTE: AYE _____

NAY _____

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Total (Base Bid + Alt. 1 & 2)
Carson-Mitchell, Inc.	\$306,050.00	\$8,240.00	\$30,770.00	\$3,560.00	\$24,845.00	\$345,060.00
Bales Construction Company, Inc.	\$318,000.00	\$8,500.00	\$33,600.00	\$7,000.00	\$22,800.00	\$360,100.00
The Wilson Group, Inc.	\$336,091.00	\$6,224.00	\$34,925.00	\$8,902.00	\$24,161.00	\$377,240.00

The project updates the finishes in the Hammons House lobby, public restrooms, mailroom, offices, and computer lab. The new finishes include updated flooring, wallcovering, paint, ceiling tile, millwork, and lighting. The work is scheduled to be completed within the 2019 spring semester.

Alternate 1 includes floor to ceiling wall tile in the men's and women's restrooms in lieu of vinyl wallcovering. Alternate 2 includes carpet tile, vinyl cove base, and vinyl wallcovering in corridors 110D and 110E. It is recommended that these alternates be accepted.

Alternate 3 would have installed roller shades at the exterior windows of the lobby and computer lab. This alternate is not being accepted due to client preference. Alternate 4 would have provided new carpet tile, vinyl cove base, and paint in lieu of vinyl wallcovering in corridors 110D and 110E. This alternate is not being accepted due to the acceptance of Alternate 2 in lieu of Alternate 4.

This project will be paid from the Hammons House Replace Finishes budget funded by the Residence Life Reserve (\$450,000.00) budget.

III.D.4.

RECOMMENDED ACTION - Approval of consultant and authority to enter into an agreement for professional services in conjunction with the multi-purpose addition at Greenwood Laboratory School.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the professional services of Butler, Rosenbury & Partners in conjunction with the multi-purpose addition at Greenwood Laboratory School be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that Butler, Rosenbury & Partners perform this work for not-to-exceed fee of Three Hundred Eighty-four Thousand and 00/100ths dollars (\$384,000.00) plus reimbursable expenses.

BE IT FURTHER RESOLVED that this be paid from the Greenwood Multi-Purpose Addition budget funded by Foundation funds.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Greenwood Laboratory School would like to construct a multi-purpose addition. This multi-purpose addition will seat 750 guests, include a new south entrance, an adjacent office, a lobby supporting the school, public restrooms, and connections to adjacent corridors. This addition will rework the playground, sidewalks, driveways, and plazas near the addition. Additionally, a stage will be constructed including wood flooring, lighting, sound, and curtains. The new space will provide both a larger, accessible event entrance and a welcome center.

Butler, Rosenbury & Partners was the firm selected for this project due to their involvement with the recent locker room addition at Greenwood Laboratory School. The consultant will provide comprehensive design services, from schematic design through post-construction, as part of their fee for this project.

This project will be paid from the Greenwood Multi-Purpose Addition budget funded by Foundation (\$384,000.00) funds.

III.D.5.

RECOMMENDED ACTION – Approval of proposal and award of a contract for the seating modifications at Allison South Stadium and Allison Recreation Fields.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal from Mid-States School Equipment Company, Inc. in the amount of Three Hundred Seven Thousand Four Hundred Seventy-nine and 32/100ths dollars (\$307,479.32) for seating modifications at Allison South Stadium and Allison Recreation Fields be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$0.00
Construction Costs	\$307,479.32
Other Construction Costs	\$21,500.00
Project Administration	\$3,500.00
Construction Contingency	\$17,520.68
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$350,000.00
Funding Source	
South/Recreation Field Seating budget	\$350,000.00

BE IT FURTHER RESOLVED that this be paid from the South/Recreation Field Seating budget funded by Foundation funds.

BE IT FURTHER RESOLVED that the Vice President for Administrative 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. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

VOTE: AYE _____

NAY _____

COMMENTS:

This project reworks the aluminum seating structure on the Allison South Stadium to accept chairs with seat backs. This project also installs seating including chairs with seat backs at the Allison Recreation Fields. The work is scheduled to be completed prior to the 2019 fall semester.

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 National Intergovernmental Purchase Alliance (NIPA) with Mid-States School Equipment Company, Inc. to perform work under this contract.

Other construction costs include the pouring of concrete pads to accommodate the new seating at the Allison Recreation Fields. This work will be accomplished through the University's job order contract.

This project will be paid by the South/Recreation Field Seating budget funded by Foundation (\$350,000.00) funds.

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>
Jennifer Grace-Duran	Instructor Greenwood	\$39,000 annually	08/13/18
Hillary L. Roberts	Assistant Professor Biomedical Sciences	\$58,000 annually	08/13/18
CaSandra L. Stanbrough	Assistant Professor Psychology	\$53,000 annually	08/13/18

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Sonia Arora	Visiting Assistant Professor Communication Sciences & Disorders	\$56,000 annually	08/13/18 05/17/19
McCall Christian	Visiting Instructor Sports Medicine & Athletic Training	\$40,000 annually	08/13/18 05/17/19
Scott M. Curtis	Instructor Chemistry	\$34,500 annually	08/13/18 05/17/19
Stacy M. Gray	Visiting Instructor Greenwood Laboratory School	\$31,000 annually	08/13/18 05/17/19
Kevin A. James	Per Course Faculty Qingdao University	\$23,920 annually	08/13/18 06/30/19
John P. Rose	Visiting Professor Defense & Strategic Studies (74% FTE)	\$81,669 annually	08/13/18 05/17/19
Ed Swidey	Artist-in-Residence-Acting Theatre & Dance	\$44,000 annually	08/13/18 05/17/19

Academic Personnel Board Actions, cont'd.

Page 2

Jessica K. Willis	Instructor College of Health & Human Services (12-month appointment)	\$46,500 annually	09/24/18 06/30/19
-------------------	--	----------------------	----------------------

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Heather Lewis	Instructor Greenwood Laboratory School	05/18/18
Florence Uruakpa	Assistant Professor Biomedical Sciences	09/12/18

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Melissa B. Dallas	Professor Hospitality Leadership	05/18/18
Brenda Goodwin	Assistant Professor Kinesiology	05/17/19
James Meyer	Professor Childhood Ed. & Family Studies	05/17/19

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Abby I. Templer Rodrigues	Assistant Professor Sociology & Anthropology	01/14/19 05/17/19

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
David M. Cornelison	From: Department Head Physics, Astronomy & Materials Science To: Professor Physics, Astronomy & Materials Science	Status Change	08/01/18
Deanne Camp	From: Professor Reading, Foundations & Technology To: Faculty Emeritus Reading, Foundations & Technology	Status Change	08/17/18
Brenda Goodwin	From: Assistant Professor Kinesiology To: Faculty Emeritus Kinesiology	Status Change	08/01/19

Vote: _____ Yea
 _____ Nay

COMMENTS:

Jennifer Grace-Duran, Instructor, Greenwood Laboratory School

M.A. Webster University, 2014
B.F.A. Memphis College of Art, 1995

Experience: 2015 – 2018, Teacher, Greenwood Laboratory School, Springfield, Missouri; 2014 – 2015, Director, New Leaf Creative Center, Springfield, Missouri; 2011 – 2015, Instructor, The Summit Preparatory School, Springfield, Missouri.

Hillary L. Roberts, Assistant Professor, Biomedical Sciences

M.S. University of Sydney, 2004
B.S. Missouri State University, 2002

Experience: 2011 – Present, Director, Dietetic Internship Program, Missouri State University, Springfield, Missouri; 2004 – Present, Senior Instructor, Missouri State University, Springfield, Missouri; 2004 – 2011 & PRN 2011 - 2017, Registered Dietitian Nutritionist, Lakeland Behavioral Health Systems, Springfield, Missouri; 2004 – 2007, Nutrition Consultant, Taylor Health & Wellness Center, Missouri State University, Springfield, Missouri.

CaSandra L. Stanbrough, Assistant Professor, Psychology

Ph.D. Oklahoma State University, 2015
M.S. Oklahoma State University, 2013
B.A. Oklahoma State University, 2010

Experience: 2015 – Present, Assistant Professor, Langston University, Langston Oklahoma; 2010 – 2015, Graduate Research Assistant, Oklahoma State University, Stillwater, Oklahoma; 2013 – 2014, Graduate Student Instructor, Oklahoma State University, Stillwater, Oklahoma; 2011 – 2014, Graduate Technology Lab Assistantship, Oklahoma State University, Stillwater, Oklahoma; 2013 – 2015, Summer Science Academy Coordinator, Oklahoma State University, Stillwater, Oklahoma; 2010 – 2015, Graduate Teaching Assistantship, Oklahoma State University, Stillwater, Oklahoma.

ADDENDUM A

The following have been appointed as Per Course Faculty for the fall semester: August 20, 2018 through December 14, 2018.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abulibdeh, Amaal	Biomedical Sciences	\$3,000.00
Adler, Aaron	Physical Therapy	\$2,745.00
Alberty, Amber	Management & Information Tech	\$4,600.00
Albritton, Stephanie	Management & Information Tech	\$6,000.00
Aldrich, Donna	Reading Foundations & Tech	\$3,185.00
Aleshire, Tabitha	Social Work	\$2,445.00
Ampleman, James	Marketing	\$2,160.00
Anderson, Barbara	English	\$4,896.00
Appelquist, John	Criminology	\$1,840.00
Arciniegas, Guillermo	Modern & Classical Languages	\$2,448.00
Armstrong, Barrington	Foreign Language Institute	\$2,448.00
Athmer, Keith	Management & Information Tech	\$2,000.00
Babusa, Emily	Chemistry	\$1,730.00
Balasundaram, Megan	Management & Information Tech	\$8,760.00
Baltes, Jennifer	Psychology	\$1,120.00
Baney, Jon	Communication	\$4,290.00
Barker, Michael	Physical Therapy	\$3,045.00
Barnes, Jessica	History	\$2,448.00
Barnett, Cynthia	Ctr for Acad Success & Transition	\$2,400.00
Barnett, Helen	Sociology & Anthropology	\$4,810.00
Bateman, James	Management & Information Tech	\$4,880.00
Beberniss, Kathy	Biomedical Sciences	\$7,105.00
Beck, Peggy	Social Work	\$2,445.00
Benedict-Chambers, Amanda	Childhood Ed & Family Studies	\$1,440.00
Bennett, Susan	Theatre & Dance	\$3,040.00
Bergant, Amy	Modern & Classical Languages	\$2,448.00
Berman, Ilan	Defense & Strategic Studies	\$7,000.00
Bihlmeyer, Jaime	Media Journalism & Film	\$1,360.00
Bishop, Rhonda	Childhood Ed & Family Studies	\$746.00
Booher, Kary	Media Journalism & Film	\$2,448.00
Borich, Michael	Media Journalism & Film	\$1,840.00
Botsford, Diana	Media Journalism & Film	\$1,040.00
Bowden, Dennis	Defense & Strategic Studies	\$6,800.00
Bower, Jessica	Theatre & Dance	\$4,290.00
Boyt, Tamera	Childhood Ed & Family Studies	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 6

Bradley, Chelsea	Reading Foundations & Tech	\$2,440.00
Brammer, Ronald	Music	\$2,145.00
Brinkman, Bryan	History	\$2,754.00
	Modern & Classical Languages	\$2,754.00
Brocaille, Nicole	Psychology	\$1,160.00
Bronson, Lisa	Defense & Strategic Studies	\$7,000.00
Brooks, Sherri	Mathematics	\$3,040.00
Brown, Bryan	Missouri State Outreach	\$5,508.00
	Modern & Classical Languages	\$840.00
Brown, Corey	Accounting	\$4,000.00
Brown, Gina	Childhood Ed & Family Studies	\$3,845.00
Brown, Michele	Social Work	\$4,890.00
Bruce, Richard	Tech & Construction Mgmt	\$2,120.00
Budd, Emily	Art & Design	\$4,896.00
Buening, Caitlin	Physical Therapy	\$915.00
Buergler, Melanie	Missouri State Outreach	\$2,448.00
	Psychology	\$1,160.00
Bush, Rachel	Missouri State Outreach	\$2,145.00
Bussey, Marie	Art & Design	\$4,896.00
Call, Anna	Comm Sciences & Disorders	\$4,890.00
Cameron, Paul	Biomedical Sciences	\$7,950.00
Campbell, Stephanie	Psychology	\$5,490.00
Cantrell, Jena	Music	\$3,318.00
Cantrell, Jennifer	Counseling, Lead & Spc Ed	\$2,595.00
Carstens, Kenneth	Sociology & Anthropology	\$6,000.00
Chapman, Doren	Art & Design	\$2,448.00
	Media Journalism & Film	\$2,448.00
Choate, Lenetta	Psychology	\$4,575.00
Clark, Brandy	English	\$2,448.00
	Missouri State Outreach	\$2,448.00
Clouse Day, Sherry	Accounting	\$4,000.00
Coker, Calvin	Communication	\$1,800.00
Coker, Whitney	Communication	\$920.00
Collier, Meaghan	Missouri State Outreach	\$2,448.00
Combs, Christine	Childhood Ed & Family Studies	\$6,810.00
Cook, Heather	English	\$2,448.00
Cornelius-White, Cecily	Psychology	\$5,490.00
Coulter, Adam	Geography Geology & Planning	\$2,595.00
Craigo, Karen	English	\$2,448.00
Crosby, Shannon	Biomedical Sciences	\$6,000.00
Dale, Allyson	English	\$2,448.00

Academic Personnel Board Actions, cont'd.

Page 7

DeBiaso, Peppino	Defense & Strategic Studies	\$7,000.00
DeBoo, Robert	Music	\$883.00
Deringer, Thomas	Communication	\$1,120.00
Dibble, Laurel	Media Journalism & Film	\$1,480.00
Dixon, Stephanie	Missouri State Outreach	\$2,448.00
Douglas, Jean	Counseling, Lead & Spc Ed	\$2,445.00
Dreckman, Lisa	Comm Sciences & Disorders	\$2,445.00
Dudley, Kelly	Social Work	\$2,445.00
Duprey, Laura	Art & Design	\$5,508.00
Elkins, Kenneth	Honors College	\$2,400.00
Elliott, Travis	Agriculture	\$1,650.00
Elliott, W. Anson	Agriculture	\$4,300.00
Fielding, Steven	Art & Design	\$5,508.00
Fiset, Elizabeth	English	\$2,448.00
Fleetwood, Gabriel	Music	\$4,290.00
Ford, Tiffany	Management & Information Tech	\$3,360.00
Frietz, Joseph	Graduate College	\$560.00
Fulks, Genevieve	Music	\$1,666.00
Gardner, Kenneth	English	\$4,896.00
Garst, Shane	Biomedical Sciences	\$3,000.00
Geipel, Gary	Defense & Strategic Studies	\$9,150.00
Gibson, Robert	Music	\$1,902.00
Glasemeyer, Carl	Art & Design	\$4,896.00
Goodman, Yelena	Foreign Language Institute	\$2,448.00
Grief, Carol	School of Nursing	\$3,000.00
Grisham, Craig	Agriculture	\$2,000.00
Groves, Gregory	Finance & General Business	\$4,000.00
Hains, Kathleen	Theatre & Dance	\$1,360.00
Hamilton, Cheri	Agriculture	\$100.00
Hardy, Molly	Communication	\$1,720.00
Harmon, Ken	Agriculture	\$3,000.00
Harper, Sharon	Art & Design	\$3,000.00
Harris, Shawn	College of Business	\$9,500.00
Harrison, Glenda	Missouri State Outreach	\$2,850.00
	Sociology & Anthropology	\$4,810.00
Hawkins, Luciane	Childhood Ed & Family Studies	\$693.00
Hebenstreit, Abigail	Management & Information Tech	\$1,520.00
Hetzler, Brandon	Sports Med & Athletic Train	\$3,200.00
Hisle, Melissa	English	\$5,508.00
Hittenberger-Ortiz, Rhonda	Childhood Ed & Family Studies	\$1,000.00
Hogan, Joy	Kinesiology	\$798.00

Academic Personnel Board Actions, cont'd.

Page 8

Holland, Lydia	Physical Therapy	\$1,830.00
Hoover, Christy	Counseling, Lead & Spc Ed	\$2,445.00
Hope, Kathryn	School of Nursing	\$4,836.00
Howard, Amber	Reading Foundations & Tech	\$1,280.00
Hsieh, Shen	Art & Design	\$4,896.00
Hudson, Erin	Sociology & Anthropology	\$3,000.00
Huertas-Torres, Mariandine	Childhood Ed & Family Studies	\$693.00
Ice, Whitney	Theatre & Dance	\$1,400.00
Jackson, Wendy	Social Work	\$2,445.00
Jamieson, Rachel	Theatre & Dance	\$4,896.00
Jaross, Nicholas	Computer Science	\$2,145.00
Jeffreys, Kenneth	Physics Astronomy & Mat Sci	\$4,000.00
Jester, Jennifer	Music	\$4,130.00
Johnson, Julie	Modern & Classical Languages	\$12,100.00
Johnson, Laura	Childhood Ed & Family Studies	\$1,400.00
Jones, Melissa	Comm Sciences & Disorders	\$2,445.00
Jones, Robert	Psychology	\$6,281.00
Kalman, Katherina	Foreign Language Institute	\$4,896.00
Kartchner, Kerry	Defense & Strategic Studies	\$6,800.00
Kemp, Tyler	Music	\$1,500.00
Kent, Jennifer	Social Work	\$2,445.00
Keohane, Edward	Sociology & Anthropology	\$2,550.00
Kepling, Vicke	English	\$2,448.00
Kimura, Clyde	Kinesiology	\$2,793.00
King, Lori	Childhood Ed & Family Studies	\$2,445.00
	Mathematics	\$3,040.00
Kiras, James	Defense & Strategic Studies	\$7,000.00
Kitchin, Jonathan	Missouri State Outreach	\$2,550.00
Kleinsasser, Steven	Counseling, Lead & Spc Ed	\$1,630.00
Knapp, Timothy	Ctr for Acad Success & Transition	\$3,200.00
Knox, Kevin	Social Work	\$2,445.00
Krakow, Jeffrey	English	\$2,448.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Lafferty, Amy	English	\$4,308.00
Lakin, Brenda	Counseling, Lead & Spc Ed	\$2,745.00
Land, Andrea	Art & Design	\$3,162.00
Lane, Michael	Sports Med & Athletic Train	\$1,300.00
Lawler, Suzanne	Comm Sciences & Disorders	\$2,445.00
Leggitt, Stephen	Media Journalism & Film	\$600.00
Lewis, Heather	Childhood Ed & Family Studies	\$1,630.00
Lineberry, Susan	Childhood Ed & Family Studies	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 9

Lofaro, Brandi	Comm Sciences & Disorders	\$2,445.00
Loffler, Robert	Music	\$2,162.40
Loughary, Jeffrey	Modern & Classical Languages	\$2,448.00
Lucido, Joseph	English	\$2,448.00
Lukavich, Andrew	Management & Information Tech	\$4,680.00
Maas, Richard	Physical Therapy	\$4,575.00
Maddox, Jane	English	\$2,448.00
Manley, Heather	Missouri State Outreach	\$2,448.00
Masterson, Caitlin	Psychology	\$2,445.00
Maxfield, Tracy	Theatre & Dance	\$816.00
Mazanec, Brian	Defense & Strategic Studies	\$6,800.00
McClure, Patrick	English	\$2,448.00
McClure, Scott	Management & Information Tech	\$5,480.00
McCord, Raymond	Media Journalism & Film	\$2,448.00
McCracken, Ramey	Missouri State Outreach	\$2,550.00
McDowell, Debra	Merch & Fashion Design	\$5,654.00
McElmurry, Robert	English	\$4,896.00
McGiffin, Curtis	Defense & Strategic Studies	\$5,750.00
McGuire, Jerry	Art & Design	\$5,202.00
McKinney, Jared	Defense & Strategic Studies	\$5,500.00
McNew, Sarah	Psychology	\$5,490.00
McRae, Jennifer	Sports Med & Athletic Train	\$2,400.00
Meinders, Alex	Biology	\$1,700.00
Melley, Brendan	Defense & Strategic Studies	\$13,600.00
Michelfelder, Breanna	Geography Geology & Planning	\$2,595.00
Miller, Blake	Communication	\$760.00
Miller, Kyle	History	\$7,188.00
Miller, Myra	Management & Information Tech	\$4,580.00
	Missouri State Outreach	\$3,300.00
Mitchell, Katrina	Music	\$4,500.00
Mitchell, Shauna	Criminology	\$1,880.00
Moore, Cynthia	Art & Design	\$3,162.00
Moyer, James	Honors College	\$3,200.00
Mundt, Nicholas	Chemistry	\$3,460.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$3,845.00
Murray, Kathleen	Music	\$4,590.00
Nelsen, Janice	Kinesiology	\$8,722.00
Nelson, Oana	Mathematics	\$4,890.00
Newman, Kenneth	Management & Information Tech	\$1,160.00
Niekamp, Melissa	School of Nursing	\$3,000.00
Norman, Cherie	Psychology	\$2,745.00

Academic Personnel Board Actions, cont'd.

Page 10

Norton, Keith	Biomedical Sciences	\$2,000.00
Nunn, Stephen	Physics Astronomy & Mat Sci	\$2,400.00
Nye, Kimberly	Counseling, Lead & Spc Ed	\$1,630.00
Nygren, McKenzie	Agriculture	\$380.00
Oberdiar, Louis	Psychology	\$1,630.00
Olson, Stevan	Accounting	\$4,187.00
Orhan, Can	Tech & Construction Mgmt	\$1,200.00
Owen, Carla	Childhood Ed & Family Studies	\$667.00
Paloncy, Kristin	Sports Med & Athletic Train	\$5,400.00
Parker, Lane	Tech & Construction Mgmt	\$2,720.00
Parrack, Paige	Agriculture	\$1,650.00
Parrish, Matthew	Media Journalism & Film	\$2,754.00
Pennington, David	Communication	\$880.00
Petersen, Ellen	Management & Information Tech	\$6,000.00
Peterson, Don	Kinesiology	\$1,596.00
Phillips, Melanie	Communication	\$1,600.00
Piland, Deborah	Biomedical Sciences	\$1,800.00
Piland, Sherry	Art & Design	\$6,324.00
Pilkenton, Andrew	Art & Design	\$4,896.00
Piston, Nancy	History	\$1,632.00
Pleshka, Anton	Art & Design	\$4,896.00
Preston, James	Dept of Hospitality Leadership	\$6,800.00
Pritchard, Traci	Music	\$4,286.00
Prosono, Marvin	Sociology & Anthropology	\$7,513.00
Quigley, Roger	Mathematics	\$2,595.00
Rader, John	Missouri State Outreach	\$2,800.00
Rakowski, Karen	Sports Med & Athletic Train	\$3,200.00
Ramirez, Jorge	Modern & Classical Languages	\$2,448.00
Range, Bret	Counseling, Lead & Spc Ed	\$2,745.00
Raynor, James	Sports Med & Athletic Train	\$2,250.00
Rice, Judith	History	\$3,600.00
Ridinger, Rhonda	Kinesiology	\$6,308.00
Rieger, Sharon	Missouri State Outreach	\$2,448.00
Rippee, Reeda	Counseling, Lead & Spc Ed	\$1,630.00
Rodrigues, Herbert	Sociology & Anthropology	\$3,000.00
Rollinson, Paul	Geography Geology & Planning	\$3,210.00
Roughton, Sarah	Chemistry	\$5,190.00
Rowe, Nancy	Communication	\$4,290.00
Roy, Morgan	English	\$4,308.00
Russell, Maida	Mathematics	\$6,520.00
Rutherford, James	Art & Design	\$4,896.00

Academic Personnel Board Actions, cont'd.

Page 11

Ryder, Christina	Sociology & Anthropology	\$2,850.00
Salchow, Jason	Agriculture	\$3,000.00
Scales, Megan	Sociology & Anthropology	\$9,500.00
Scarborough, James	Management & Information Tech	\$4,520.00
Scheele, Robert	Management & Information Tech	\$4,680.00
Schmitt, Vicki	Reading Foundations & Tech	\$2,600.00
Schmitz, Joe	Management & Information Tech	\$3,000.00
Schwendinger, Kate	Social Work	\$2,445.00
Senter, Pamela	Art & Design	\$6,324.00
Sheffield, Diane	Biomedical Sciences	\$1,800.00
Sherman, Paul	Geography Geology & Planning	\$2,895.00
Shriver, Jayson	Agriculture	\$4,000.00
Shryack, Timothy	School of Nursing	\$3,000.00
Sims-Giddens, Susan	School of Nursing	\$10,363.00
Skibiski, Kevin	Physics Astronomy & Mat Sci	\$6,000.00
Slinkard, Christopher	Accounting	\$4,480.00
Slone, Allison	Comm Sciences & Disorders	\$3,840.00
Smith, Lynetta	Biomedical Sciences	\$3,000.00
Smith, Meghan	English	\$2,448.00
Smith, Sean	Tech & Construction Mgmt	\$4,080.00
Smith, Sharina	Management & Information Tech	\$8,720.00
Smotherman, Rebecca	Counseling, Lead & Spc Ed	\$2,445.00
Squires, Susan	Counseling, Lead & Spc Ed	\$2,445.00
St Pierre, Laurine	Music	\$6,105.00
Stacy, William	Music	\$4,896.00
Starnes, David	Theatre & Dance	\$3,385.00
Stoelzel, Pamela	Psychology	\$2,445.00
Stotsbery, Lawrence	Music	\$4,835.00
Stout, Kristen	Communication	\$1,000.00
Strickler, John	Music	\$951.00
Stubbs, Sue	Music	\$2,162.00
Sutliff, Jackson	English	\$5,100.00
Sutliff, Jennifer	English	\$5,100.00
Sutton, Kim	Childhood Ed & Family Studies	\$1,320.00
Taylor, Amanda	Music	\$4,827.00
Terry, Sean	Geography Geology & Planning	\$6,120.00
Thomas, Benjamin	Psychology	\$2,745.00
Tintocalis, Stacy	English	\$2,754.00
Townsley, Megan	English	\$2,448.00
Tsahiridis, Peter	History	\$2,448.00
Tucker, Timothy	Geography Geology & Planning	\$4,740.00

Academic Personnel Board Actions, cont'd.

Page 12

Tyree, Ashley	Reading Foundations & Tech	\$815.00
Umbarger, Annesha	Criminology	\$1,720.00
Utley, Rose	School of Nursing	\$13,609.00
Van Arsdale, Ernest	Management & Information Tech	\$3,280.00
Varava, Kira	Communication	\$1,720.00
Walker, Amy	Modern & Classical Languages	\$3,048.00
Walker, Kristen	Music	\$2,145.00
Waters, Teresa	Childhood Ed & Family Studies	\$1,000.00
Weiss, Kirsten	Music	\$2,617.00
Wells, Jeffrey	Tech & Construction Mgmt	\$3,000.00
Westpheling, Devon	Psychology	\$815.00
White, Hannah	Counseling, Lead & Spc Ed	\$2,445.00
Williams, James	Music	\$505.00
Wilson, Zachary	Chemistry	\$3,460.00
Wood, Kimberly	Biomedical Sciences	\$4,500.00
Young, Mark	Geography Geology & Planning	\$6,920.00
Yu, Hae Min	Childhood Ed & Family Studies	\$680.00
Zhou, QiongQiong	Biomedical Sciences	\$2,500.00
Zinselmeier, Daniel	Accounting	\$4,840.00

ADDENDUM B

The following have been appointed as Summer Faculty for the summer semester: June 11, 2018 through August 3, 2018

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abram, Roberta	Study Away	\$8,290.00
Agnew, William	Counseling Lead & Spc Ed	\$6,000.00
Bailey, Sandra	Merch & Fashion Design	\$5,195.00
Beckman, Tracy	Biomedical Sciences	\$3,520.00
Bennett, Jessica	Library	\$133.00
Berquist, Charlene	Study Away	\$4,783.00
Bolyard, Chloe	Childhood Ed & Family Studies	\$3,000.00
Boyd, Carmen	Biomedical Sciences	\$360.00
Brown, Michele	Social Work	\$800.00
Burton, Michael	Agriculture	\$5,542.00
Busdieker-Nichole, Jesse	Agriculture	\$180.00
Cline, Andrew	Study Away	\$1,613.00
Davis, Tammi	Childhood Ed & Family Studies	\$3,000.00
Debode, Jason	Management & Information Tech	\$1,320.00
Dollar, Susan	Social Work	\$1,000.00
Engler, Karen	Comm Sciences & Disorders	\$240.00
Feeney, Syliva	Biomedical Sciences	\$1,120.00
Gdovin, Jacob	College of Hlth & Human Svcs	\$3,000.00
	Kinesiology	\$3,000.00
Gibson, Hugh	Study Away	\$8,756.00
High, Brian	Chemistry	\$2,666.00
Hope, Kathryn	School of Nursing	\$320.00
Johns, Justin	Social Work	\$880.00
Jutla, Rajinder	Geography Geology & Planning	\$1,200.00
Kaatz, James	Study Away	\$1,907.00
King, Elizabeth	Childhood Ed & Family Studies	\$3,000.00
Kwon, Sockju	Biomedical Sciences	\$520.00
Land, Andrea	Study Away	\$1,756.00
Larkin, Kathleen	Finance & General Business	\$1,640.00
Lombilla, Luis	Study Away	\$3,290.00
MacGregor, Cynthia	Counseling Lead & Spc Ed	\$12,086.00
Massey, Dallas	Biomedical Sciences	\$1,160.00
McKay, Matthew	Study Away	\$8,400.00
Meek, Russell	Study Away	\$3,504.00
Metzer, Helena	Chemistry	\$1,240.00

Academic Personnel Board Actions, cont'd.

Page 14

Mowrey, Sascha	Childhood Ed & Family Studies	\$3,000.00
Onyango, Benjamin	Agriculture	\$5,742.00
Patton, Marciann	Study Away	\$3,636.00
Penkalski, Melissa	School of Nursing	\$1,733.00
Ramos, Duany	Study Away	\$2,276.00
Rimal, Arbindra	Agriculture	\$11,636.00
Roberts, Jenifer	Merch & Fashion Design	\$4,510.00
Rollinson, Paul	Study Away	\$1,613.00
Rose, John	Defense & Strategic Studies	\$6,125.00
Rost, Ann	Psychology	\$1,613.00
Scroggins, Wesley	Management & Information Tech	\$1,160.00
Skibiski, Barbara	Biomedical Sciences	\$1,280.00
Smith, Cara	Study Away	\$3,439.00
Stulce, Tara	Biomedical Sciences	\$1,160.00
Thomas-Tate, Shurita	Comm Sciences & Disorders	\$1,000.00
Walker, Bethany	Study Away	\$1,170.00
Walstrand, Gwen	Study Away	\$9,805.00
West, Nicole	Counseling Lead & Spc Ed	\$3,000.00
Whisenhunt, Brooke	Psychology	\$2,080.00
Willis, Steven	Study Away	\$3,873.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Amidon, Ethan	Criminology	\$1,800.00
Ammons, Jacynda	Ctr for Acad Success & Transition	\$2,400.00
	History	\$3,400.00
Arora, Sonia	Comm Sciences & Disorders	\$320.00
Artman, Amy	Religious Studies	\$3,800.00
Atkinson, Jamie	Reading Foundations & Tech	\$3,910.00
Austin, Rebekah	Management & Information Tech	\$6,455.00
Bajalan, Djene	History	\$560.00
Barnes, Ruth	Honors College	\$3,200.00
Barreda, Albert	Dept of Hospitality Leadership	\$840.00
Barrier, Tonya	Management & Information Tech	\$1,560.00
Bartholomew, Jake	Philosophy	\$1,880.00
Basu Roy, Subhasree	Biomedical Sciences	\$5,436.00
	Economics	\$800.00
Bauman, Isabelle	Honors College	\$2,800.00
Baumann, Denise	Counseling Lead & Spc Ed	\$2,745.00
Baumlin, James	Ctr for Acad Success & Transition	\$3,200.00
	Honors College	\$3,600.00
Bellis, James	Ctr for Acad Success & Transition	\$2,400.00
Bendure, Jessica	Counseling Lead & Spc Ed	\$2,595.00
	Ctr for Acad Success & Transition	\$2,400.00
Berquist, Charlene	Communication	\$1,400.00
Blanton, Patti	Mathematics	\$1,320.00
Blevins, Brooks	History	\$480.00
Bolyard, Chloe	Childhood Ed & Family Studies	\$640.00
Bourhis, John	Graduate College	\$1,080.00
Boyer, William	Agriculture	\$920.00
Boyle, Michael	Honors College	\$2,400.00
Brahnam, S. Berlin	Management & Information Tech	\$2,880.00
Brattin, Ricky	Management & Information Tech	\$2,680.00
Bridges, Phillip	Ctr for Acad Success & Transition	\$2,400.00
Brown, Abby	Ctr for Acad Success & Transition	\$2,400.00
Brown, Robert	Mathematics	\$1,400.00
Buchanan, Erin	Honors College	\$2,800.00
Burnett, Melissa	College of Business	\$10,300.00
Burton, Michael	Agriculture	\$1,240.00

Academic Personnel Board Actions, cont'd.

Page 16

Burton, Richard	Management & Information Tech	\$3,008.00
Busdieker-Jesse, Nichole	Agriculture	\$3,600.00
Butcher, Darla	Counseling Lead & Spc Ed	\$2,445.00
Butcher, Deana	Communication	\$6,000.00
Buyurgan, Nebil	College of Business	\$9,500.00
	Tech & Construction Mgmt	\$24,622.00
Cabrera Hurtado, Kelly	Modern & Classical Languages	\$2,754.00
Caravella, David	Kinesiology	\$2,367.00
Cemore Brigden, Joanna	Childhood Ed & Family Studies	\$1,000.00
Cerdas Cisneros, Maria	Modern & Classical Languages	\$520.00
Chackal, Anthony	Philosophy	\$1,480.00
Chang, Chih-Cheng	College of Business	\$9,500.00
Chang, Ching-Wen	Ctr for Acad Success & Transition	\$5,600.00
	Reading Foundations & Tech	\$3,200.00
Claborn, David	Political Science	\$760.00
Cobos, Liza	Dept of Hospitality Leadership	\$1,320.00
Cornelius-White, Jeffrey	Ctr for Acad Success & Transition	\$3,200.00
Correll, Pamela	Reading Foundations & Tech	\$600.00
Crain, Susan	College of Business	\$4,750.00
Daehn, Ann Marie	Ctr for Acad Success & Transition	\$2,800.00
Davis, Tammi	Childhood Ed & Family Studies	\$480.00
DeBode, Jason	Management & Information Tech	\$2,440.00
Dillion, Randy	Communication	\$280.00
	Ctr for Acad Success & Transition	\$3,200.00
	Graduate College	\$280.00
Dubash-Buskirk, Elizabeth	Communication	\$640.00
Dyer, Samuel	Communication	\$480.00
Eassey, John	Criminology	\$3,680.00
Easter, Lauren	Ctr for Acad Success & Transition	\$2,400.00
Ellickson, Mark	Political Science	\$5,200.00
Elliott, Jessica	History	\$360.00
Euglow, Todd	Ctr for Acad Success & Transition	\$2,400.00
Fan, Jinzi	Foreign Language Institute	\$2,448.00
Fent, Nathan	Agriculture	\$1,360.00
Foster, Michael	Ctr for Acad Success & Transition	\$3,200.00
Fox, Daniel	Ctr for Acad Success & Transition	\$2,400.00
Francka, Samantha	Ctr for Acad Success & Transition	\$2,400.00
Franklin, Thomas	Ctr for Acad Success & Transition	\$2,800.00
Frederick, Dana	Management & Information Tech	\$1,440.00
Gale, Crystal	Ctr for Acad Success & Transition	\$2,800.00
Galloway, James	Kinesiology	\$2,725.00

Academic Personnel Board Actions, cont'd.

Page 17

Garcia-Pusateri, Yvania	Ctr for Acad Success & Transition	\$2,400.00
Garland, Brett	Criminology	\$1,080.00
	Ctr for Acad Success & Transition	\$800.00
Garland, Diana	Ctr for Acad Success & Transition	\$2,400.00
Gebken, Richard	Tech & Construction Mgmt	\$12,847.00
Geiger, Lacey	Management & Information Tech	\$1,240.00
Goerndt, Michael	Agriculture	\$1,200.00
Gonzalez, Alexis	English	\$2,448.00
Goodwin, David	Reading Foundations & Tech	\$880.00
Haggard, Dana	Management & Information Tech	\$2,240.00
Haggard, Stephen	College of Business	\$9,500.00
Hammond, Michael	Accounting	\$7,520.00
	College of Business	\$9,500.00
Hamwi, Georg Alex	Marketing	\$12,594.00
Harris, Hannah	Ctr for Acad Success & Transition	\$2,400.00
Hass, Aida	Criminology	\$4,160.00
Hein, Stephanie	Dept of Hospitality Leadership	\$40.00
Heitger, Lester	Accounting	\$840.00
Hermans, Charles	Marketing	\$1,520.00
High, Brian	Chemistry	\$552.00
Hill, Julie	Ctr for Acad Success & Transition	\$2,400.00
Hiller, Jokima	Dept of Hospitality Leadership	\$320.00
Hines, Christopher	Accounting	\$1,160.00
	College of Business	\$9,500.00
Hines, James	Accounting	\$3,443.00
Hobbs, Lora	Religious Studies	\$3,920.00
Hoegeman, Catherine	Sociology & Anthropology	\$1,800.00
Hoelscher, Carrisa	Communication	\$840.00
Hoelscher, Seth	College of Business	\$9,500.00
Hopper, Tina	Biology	\$4,500.00
Hornberger, Robert	Management & Information Tech	\$1,360.00
Horton, Leonard	Media Journalism & Film	\$3,715.00
Hough, Lyon	Biomedical Sciences	\$10,323.00
Howard, Jason	Ctr for Acad Success & Transition	\$2,400.00
Hunt, Dana	College of Hlth & Human Svcs	\$5,250.00
Hurst, Beth	Reading Foundations & Tech	\$4,240.00
Hwang, Chin-feng	Agriculture	\$2,400.00
Iman, Gary	Communication	\$1,280.00
Irons, Chrystal	Marketing	\$3,300.00
Jackson-Brown, Grace	Ctr for Acad Success & Transition	\$2,800.00
Jean-Charles, Alex	Graduate College	\$960.00

Academic Personnel Board Actions, cont'd.

Page 18

Jean-Charles, Loretta	Counseling Lead & Spc Ed	\$2,445.00
Jennings, Brian	Art & Design	\$1,523.00
Jessee, Katy	Ctr for Acad Success & Transition	\$2,400.00
Johnson, Alex	English	\$2,448.00
Johnson, David	Political Science	\$1,800.00
	Psychology	\$2,445.00
Johnson, Richard	Management & Information Tech	\$3,240.00
Jones, Martin	Tech & Construction Mgmt	\$1,320.00
Jones, Steven	Honors College	\$3,200.00
Kaf, Wafaa	Ctr for Acad Success & Transition	\$3,200.00
	Honors College	\$3,200.00
Kageyama, Yoshimasa	Dept of Hospitality Leadership	\$1,640.00
Kaula, Radhika	Management & Information Tech	\$3,060.00
Kaula, Rajeev	College of Business	\$9,500.00
	Management & Information Tech	\$2,880.00
King, Elizabeth	Childhood Ed & Family Studies	\$1,200.00
Kirkland-Ives, Mitzi	Art & Design	\$4,257.00
Klem, Michael	Agriculture	\$3,200.00
Kliethermes, Sean	Media Journalism & Film	\$2,754.00
Knowles, Amy	English	\$2,550.00
Koroglu, Didem	Communication	\$1,920.00
Kyle, Jerri Lynn	Communication	\$3,552.00
	Ctr for Acad Success & Transition	\$4,800.00
Lane, Thomas	Counseling Lead & Spc Ed	\$2,745.00
LaPreze, Melody	College of Business	\$9,500.00
Larimore Vargas, Aubrey	Ctr for Acad Success & Transition	\$2,400.00
Leamy, Diane	Criminology	\$1,680.00
	Ctr for Acad Success & Transition	\$2,400.00
Lee, Kewman	Reading Foundations & Tech	\$1,440.00
Li, LinDa	Marketing	\$12,450.00
Liang, Yating	Ctr for Acad Success & Transition	\$3,200.00
Liggett, Allan	Sports Med & Athletic Training	\$1,282.00
Livers, Stefanie	Childhood Ed & Family Studies	\$1,080.00
Lombilla, Luis	Modern & Classical Languages	\$1,280.00
Maimone, Luciane	Modern & Classical Languages	\$280.00
Mantie-Kozlowski, Alana	Ctr for Acad Success & Transition	\$2,800.00
Martin, Galen	Ctr for Acad Success & Transition	\$2,400.00
Martin, Judith	Modern & Classical Languages	\$1,200.00
Martindale, Susan	Ctr for Acad Success & Transition	\$2,400.00
Martinez, Blanca	Ctr for Acad Success & Transition	\$2,400.00
	Reading Foundations & Tech	\$3,968.00

Academic Personnel Board Actions, cont'd.

Page 19

Masterson, Gerald	Graduate College	\$1,160.00
Mbanga, Cedric	College of Business	\$4,750.00
McCoy, Katelyn	Ctr for Acad Success & Transition	\$2,400.00
McLean, Annice	Reading Foundations & Tech	\$5,040.00
Meints, Gary	Chemistry	\$1,527.00
Metcalf, Holly	Comm Sciences & Disorders	\$360.00
Metzker, Helena	Ctr for Acad Success & Transition	\$2,400.00
Miller, F. Thornton	History	\$3,560.00
Mitchell, Jeffrey	Counseling Lead & Spc Ed	\$4,600.00
Moore, Robert	Ctr for Acad Success & Transition	\$2,400.00
Morton, Carla	Ctr for Acad Success & Transition	\$2,400.00
Moser, Linda	Honors College	\$3,200.00
Murray, Sarah	Ctr for Acad Success & Transition	\$2,400.00
Nelson, Eric	History	\$2,280.00
Nelson, Walt	Finance & General Business	\$10,895.00
Newman, Jonathan	Ctr for Acad Success & Transition	\$2,400.00
Nixon, Sarah	Reading Foundations & Tech	\$1,480.00
Nordyke, Kathy	Ctr for Acad Success & Transition	\$2,400.00
	Childhood Ed & Family Studies	\$1,160.00
Novik, Melinda	Kinesiology	\$2,325.00
Odneal, Marilyn	Agriculture	\$5,480.00
Oetting, Kristi	Ctr for Acad Success & Transition	\$2,400.00
Oetting, Tara	Comm Sciences & Disorders	\$360.00
Olsen, Reed	Economics	\$360.00
Overmyer, Allison	Ctr for Acad Success & Transition	\$2,400.00
Pace, Glenn	Management & Information Tech	\$3,636.00
Panza, Juli	Management & Information Tech	\$3,000.00
Patterson, Paula	Ctr for Acad Success & Transition	\$2,800.00
Pearman, Cathy	Ctr for Acad Success & Transition	\$3,200.00
	Reading Foundations & Tech	\$4,000.00
Peterson, Dane	College of Business	\$19,000.00
Pham, Courtney	Marketing	\$11,628.00
Philpot, James	Finance & General Business	\$13,225.00
Pierson, Carly	Ctr for Acad Success & Transition	\$2,400.00
Price, Debra	Childhood Ed & Family Studies	\$2,520.00
Price, Melissa	Ctr for Acad Success & Transition	\$2,400.00
Proctor, Lisa	Comm Sciences & Disorders	\$3,040.00
Qi, Kangkang	Management & Information Tech	\$2,840.00
Qiao, Yuhua	Political Science	\$240.00
Qiu, Wenping	Agriculture	\$1,200.00
Rabon, John	Economics	\$3,389.00

Academic Personnel Board Actions, cont'd.

Page 20

Ragan, Kent	College of Business	\$9,500.00
Rast, Rebecca	Marketing	\$2,520.00
Rector, Paula	Criminology	\$4,773.00
Reed, Jerilyn	Ctr for Acad Success & Transition	\$2,400.00
Reed, Michael	Ctr for Acad Success & Transition	\$3,200.00
Reed, Ryan	Ctr for Acad Success & Transition	\$2,400.00
Reger, Elizabeth	Management & Information Tech	\$1,400.00
Remley, Melissa	Ctr for Acad Success & Transition	\$2,400.00
Rimal, Arbindra	Agriculture	\$8,121.00
Roam, Kimberly	Childhood Ed & Family Studies	\$3,053.00
	Ctr for Acad Success & Transition	\$4,800.00
Roessler, Kate	Ctr for Acad Success & Transition	\$2,400.00
Rogers, Lori	Ctr for Acad Success & Transition	\$2,400.00
Rojas-McWhinney, Jennifer	Childhood Ed & Family Studies	\$2,040.00
Rowe, Roberta	Communication	\$2,040.00
Rugutt, Joseph	Reading Foundations & Tech	\$2,745.00
Salinas, Patti	Criminology	\$3,360.00
Saunders, Georgianna	Biology	\$3,080.00
Saur, Aaron	Tech & Construction Mgmt	\$6,375.00
Saxon, Caryn	Criminology	\$2,920.00
Schekorra, Jonathan	Ctr for Acad Success & Transition	\$2,400.00
Schilla, Travis	Ctr for Acad Success & Transition	\$2,400.00
Schlinder, Kelly	Foreign Language Institute	\$2,448.00
Schmelzle, George	Accounting	\$1,040.00
Schotthofer, Melissa	Childhood Ed & Family Studies	\$4,480.00
Scott, Patrick	Political Science	\$2,400.00
Scroggins, Wesley	Management & Information Tech	\$1,000.00
Sells, Patrick	Management & Information Tech	\$4,240.00
Shand-Hawkins, Carolyn	Mathematics	\$1,240.00
Shao, Feibo	Management & Information Tech	\$1,760.00
Shirley, Corinne	Modern & Classical Languages	\$2,079.00
Siebert, Matthew	Chemistry	\$786.00
	Ctr for Acad Success & Transition	\$2,800.00
Simmers, Christina	College of Business	\$9,500.00
	Marketing	\$1,240.00
Smith, Cara	Childhood Ed & Family Studies	\$2,507.00
Smith, Joshua	Honors College	\$2,800.00
Stagner, Kimberly	Ctr for Acad Success & Transition	\$2,400.00
Stainaker, Jo Lynne	Management & Information Tech	\$3,060.00
Stewart, Rabekah	Ctr for Acad Success & Transition	\$2,400.00
Stormer, Kimberly	Reading Foundations & Tech	\$400.00

Academic Personnel Board Actions, cont'd.

Page 21

Strong, John	Religious Studies	\$1,840.00
Stulce, Tara	Ctr for Acad Success & Transition	\$2,400.00
Sudbrock, Christina	Agriculture	\$1,760.00
Suttmoeller, Michael	Criminology	\$3,920.00
Tapis, Kanu Priya	Management & Information Tech	\$1,400.00
Templeton, Kelly	Theatre & Dance	\$5,201.00
Test, Joan	Childhood Ed & Family Studies	\$1,760.00
Thomas, Steven	College of Business	\$9,500.00
Thompson, Chris	Ctr for Acad Success & Transition	\$3,200.00
Tinsley, Tonia	Modern & Classical Languages	\$240.00
Turner, John	Ctr for Acad Success & Transition	\$4,800.00
Turner, Valerie	English	\$2,550.00
Van Landuyt, Cathryn	Management & Information Tech	\$3,160.00
Van Ornum, Kimberly	Mathematics	\$1,400.00
Wait, Alexander	Honors College	\$3,200.00
Walker, Elizabeth	Agriculture	\$800.00
Walters, Heather	Communication	\$2,600.00
	Graduate College	\$360.00
Webb, Gary	Agriculture	\$240.00
Webb, Susan	Ctr for Acad Success & Transition	\$2,400.00
Wehrman, Erin	Communication	\$1,440.00
Whitaker, Charles	Media Journalism & Film	\$2,754.00
Wilson, Ryan	Management & Information Tech	\$3,000.00
Witte, Hugh	College of Business	\$9,500.00
Wood, Michael	Counseling Lead & Spc Ed	\$2,745.00
Woodard, Rebecca	Kinesiology	\$5,745.00
Wright, Devon	Ctr for Acad Success & Transition	\$2,400.00
Wu, Yi	Foreign Language Institute	\$2,448.00
Yan, Chen	Management & Information Tech	\$7,440.00
Yang, Zhiguo	College of Business	\$9,500.00
	Management & Information Tech	\$1,120.00
Yarckow-Brown, Ivy	Criminology	\$2,467.00
	Ctr for Acad Success & Transition	\$2,400.00
Zhuang, Yuan	English	\$2,754.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the fall semester: August 13, 2018 through December 14, 2018.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Agbavor, Charles	Biology	\$4,386.00
Bakker, Michael	Chemistry	\$4,386.00
Campbell, Jabez	Chemistry	\$4,386.00
Decocq, Victoria	Chemistry	\$4,386.00
Delong, Ashley	Geography, Geology & Planning	\$4,386.00
Djordjevic, Vladan	Art & Design	\$4,386.00
Duszynski, Molly	Chemistry	\$5,336.00
Forde, Cindy	Hospitality Leadership	\$4,386.00
Freese, Allison	Chemistry	\$4,386.00
Grimes, Mark	English	\$1,717.41
Holland, Elizabeth	Biomedical Sciences	\$4,386.00
Lehane, Phillip	Hospitality Leadership	\$4,386.00
Marlin, Wenonah	Agriculture	\$5,336.00
McCoy, Ciera	Biology	\$5,336.00
McElveen, Scott	Agriculture	\$5,336.00
McMullen, Alex	Chemistry	\$4,386.00
Mitchell, Benjamin	Biomedical Sciences	\$4,386.00
Nelson, Tyler	English	\$4,386.00
Oluwasegun, Abolade	Chemistry	\$5,336.00
Pinks, Kevin	Chemistry	\$4,386.00
Polallis, Neal	Art & Design	\$4,386.00
Roy, Arkanil	Chemistry	\$4,386.00
Short, John	Biology	\$5,336.00
Stroud, Rachel	Biomedical Sciences	\$4,386.00
Tihen, Anna	Music	\$4,386.00
Wolken, Jennifer	Art & Design	\$4,386.00

The following have been appointed as Graduate Teaching Assistants for the Academic Year: August 13, 2018 through May 17, 2019.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ackerson, Korra	Ctr for Academic Success & Transition	\$10,672.00
Adam, Taylor	Sports, Med & Athletic Training	\$8,772.00
Adams, Loreli	Media, Journalism & Film	\$8,772.00

Academic Personnel Board Actions, cont'd.

Page 23

Aderhold, Emily	English	\$8,772.00
Alam, Md Nazmul	Physics, Astronomy & Mat Science	\$10,672.00
Anwar, Md Ashif	Physics, Astronomy & Mat Science	\$10,672.00
Asif, Shahidul	Physics, Astronomy & Mat Science	\$10,672.00
Aton, Alexander	English	\$8,772.00
Bates, Brandy	Chemistry	\$10,672.00
Beehler, Aric	Geography, Geology & Planning	\$8,772.00
Benz, Brooke	Geography, Geology & Planning	\$8,772.00
Bernal, Sarah J	Communication	\$8,772.00
Bishop, Sarah	College of Agriculture	\$8,772.00
Bogart, Christopher	Biology	\$10,672.00
Bonkoski, Elizabeth	English	\$8,772.00
Bournival, Leah	Geography, Geology & Planning	\$8,772.00
Boyd, Benjamin	Chemistry	\$8,772.00
Bryant, Emery	Kinesiology	\$10,672.00
Callaway, Thomas	Physics, Astronomy & Mat Science	\$10,672.00
Chamberlin, Michael W.	Kinesiology	\$10,672.00
Coleman, Amanda	Biology	\$8,772.00
Conner, Kelsey	Communication	\$8,772.00
Conway, Bennett	Geography, Geology & Planning	\$8,772.00
Das, Sanchali	Physics, Astronomy & Mat Science	\$10,672.00
Daugherty, Jordon	Mathematics	\$8,772.00
Davies, Richard	English	\$8,772.00
Devine, Joshua	Kinesiology	\$8,772.00
DeYoung, Samuel	Geography, Geology & Planning	\$8,772.00
Dittrich, Josiah	Biomedical Sciences	\$8,772.00
Dobbs, Kaylin	Biomedical Sciences	\$8,772.00
Dooling, David	Communication	\$8,772.00
Duncan, Nicole	English	\$8,772.00
Ellis, Zoe	Psychology	\$8,772.00
Erwin, Jacob	English	\$8,772.00
Farley, Emma	Modern & Classical Languages	\$8,772.00
Faulkner, Intisar	Media, Journalism & Film	\$8,772.00
Fisher, Amelia	English	\$8,772.00
Gardner, Katlyn	Biology	\$10,672.00
Geren, Allison	English	\$8,772.00
Gonzalez, Jennifer	Sports Med & Athletic Training	\$8,772.00
Goss, Maile	English	\$8,772.00
Green, Bruce	Biology	\$10,672.00
Green, Demetria	Communication	\$8,772.00
Grisham, Katelyn	English	\$8,772.00

Academic Personnel Board Actions, cont'd.

Page 24

Hadley, Seth	English	\$8,772.00
Hadlock, Amanda	English	\$8,772.00
Hall, Kailyn	English	\$8,772.00
Havlicek, Marc	Biomedical Sciences	\$8,772.00
Hayden, Henry	Mathematics	\$8,772.00
Henry, Jonah	Mathematics	\$10,672.00
Hess, Joshua	Geography, Geology & Planning	\$10,672.00
Hoffman, Charles	Geography, Geology & Planning	\$8,772.00
Ingram, Zachary	Biomedical Sciences	\$8,772.00
Ives, Jared	Kinesiology	\$8,772.00
Jensen, Jordan	Biomedical Sciences	\$8,772.00
Jones, Matthew	English	\$8,772.00
Jordan, Nicolas	Geography, Geology & Planning	\$8,772.00
Kendrick, Brianna	English	\$8,772.00
Khadka, Rajan	Physics, Astronomy & Mat Science	\$10,672.00
King, Kayla Ray	Biology	\$8,772.00
Krieg, Amanda	Music	\$4,386.00
Kumar, Dalip	Mathematics	\$10,672.00
Kwon, Shangyoung	Mathematics	\$8,772.00
Lane, Deborah	English	\$8,772.00
Lawson, Justin	Biomedical Sciences	\$8,772.00
Lee, Sarah	English	\$8,772.00
Lesue, Benjamin	English	\$8,772.00
Lorenzo, Taylor	English	\$8,772.00
Majumder, Sinjan	Physics, Astronomy & Mat Science	\$10,672.00
Marino, Hailee	Biomedical Sciences	\$8,772.00
Mathews, Stephen	English	\$8,772.00
Mathiason, Kaylee	Biomedical Sciences	\$8,772.00
Mayhood, Parris	Biology	\$8,772.00
McCormick, Emily	English	\$8,772.00
McWoods, Anna	Biomedical Sciences	\$8,772.00
Medley, Joel	Biology	\$10,672.00
Melton, Josie	Communication	\$8,772.00
Middleton, Tessa	Chemistry	\$10,672.00
Mosier, Megan	Biology	\$8,772.00
Mott, Kiah Mirada	English	\$8,772.00
Murphree-Roberts, Amanda	Music	\$8,772.00
Muttel, Sage	Geography, Geology & Planning	\$8,772.00
Nandi, Moudip	Physics, Astronomy & Mat Science	\$10,672.00
Neeson, Alec	Chemistry	\$10,672.00
Njoku, Obinna	Mathematics	\$10,672.00

Academic Personnel Board Actions, cont'd.

Page 25

Njoku, Samuel Ogbonnaya	Chemistry	\$10,672.00
O'Donnell, Delaney	Agriculture	\$8,772.00
O'Dowd, Conor	Geography, Geology & Planning	\$8,772.00
Oliver, Jacob	Mathematics	\$10,672.00
Onken, Willow	Media, Journalism & Film	\$8,772.00
Ojakangas, Lian	Music	\$8,772.00
Orlandos, Christina	English	\$8,772.00
Page, Shane	English	\$8,772.00
Pecoraro, Dominic	Communication	\$8,772.00
Pinky, Sabila	Physics, Astronomy & Mat Science	\$10,672.00
Plummer, Michaela	Communication	\$8,772.00
Pyle, Evan	English	\$8,772.00
Qin, Mengqing	Mathematics	\$10,672.00
Rabbani, Muztoba	Physics, Astronomy & Mat Science	\$10,672.00
Rallabandi, Lakshmi	Biology	\$8,772.00
Ratliff, Teahna	Kinesiology	\$10,672.00
Recker, Lewis	Biology	\$8,772.00
Reedy, Austin	Communication	\$8,772.00
Rinaldi, Catherine	English	\$8,772.00
Rippee-Brooks, Meagan	Biology	\$8,772.00
Robledo, Christopher	Physics, Astronomy & Mat Science	\$10,672.00
Roccaro, Mary	English	\$8,772.00
Rogers, Sydney	Communication	\$8,772.00
Ross, Catherine	Mathematics	\$10,672.00
Roy, Joy	Physics, Astronomy & Mat Science	\$10,672.00
Ruark, Bridget	Music	\$8,772.00
Sapp, Rebekkah	English	\$8,772.00
Sapp, Regina	Biology	\$10,672.00
Schull, Danielle	English	\$8,772.00
Shafe, Abdullah Al	Physics, Astronomy & Mat Science	\$10,672.00
Shoemaker, Adam G.	Biology	\$8,772.00
Shore, Jordan	Agriculture	\$10,672.00
Sieja, Allison	Biology	\$8,772.00
Stearn, Madelaine	Geography, Geology & Planning	\$8,772.00
Stegmann, Eric	Biology	\$8,772.00
Stephens, Jeremy	English	\$8,772.00
Stephens-Cantu-Heather	Psychology	\$8,772.00
Struckhoff, Kristin	Modern & Classical Languages	\$8,772.00
Suez, Ehsan	Biology	\$8,772.00
Sutton, Mary K.	English	\$8,772.00
Sutton, Melinda	Chemistry	\$10,672.00

Academic Personnel Board Actions, cont'd.

Page 26

Thomas, Luke	Communication	\$8,772.00
Thompson, Myesha	Kinesiology	\$10,672.00
Travols, Benjamin	College of Agriculture	\$10,672.00
Trippe, Dalyn	Kinesiology	\$8,772.00
Troy, Lauren	English	\$8,772.00
Van Nuland, Abigail	Psychology	\$8,772.00
Vega, Jordan	Geography, Geology & Planning	\$8,772.00
Voves, Kameron	Biology	\$10,672.00
Wheeler, Vivian	Communication	\$8,772.00
Wikowsky, Addie Jo	Psychology	\$8,772.00
Wingert, Bradijayne	Media, Journalism & Film	\$8,772.00
Wingfield, Carly	Music	\$8,772.00
Woodman, Kimberly	Modern & Classical Languages	\$8,772.00
Yeomans, Alana	Music	\$4,386.00
Yin, Chengting	Mathematics	\$8,772.00
Young, Justin	Sports, Med & Athletic Training	\$8,772.00
Zhang, Yukun	English	\$8,772.00

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>
Julie Krisch	Assistant Director of Campus Recreation – Aquatics & Risk Management Campus Recreation	42	\$36,129 annually	07/26/18
Keeley Casteel	Assistant Manager, Personal Development – Northwest Project Kinesiology	42	\$35,700 annually	08/01/18
Marisa Fairchild	Custodian I Custodial Services	21	\$21,237 annually	08/01/18
Ronnie Freeman	Custodial Supervisor Custodial Services	25	\$34,500 annually	08/01/18
Stacey Letterman	Administrative Specialist II Missouri State Outreach	12	\$30,680 annually	08/01/18
Tiffany Bowden	Public Safety Officer Safety & Transportation	24	\$26,196 annually	08/06/18
Brena Clifton	Assistant Teacher Child Development Center	40	\$21,237 annually	08/06/18
Sara Cook	Physician Medical Staff Magers Family Health & Wellness Center	UN	\$114,000 annually	08/06/18
Stephen Carberry	Academic Advisor Athletics Intercollegiate Athletics	41	\$36,000 annually	08/08/18
Xiaobai Zhang	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	08/13/18

Non-academic Personnel Board Actions, cont'd.

Page 2

Candida Deckard	Associate Director, Human Resources Office of Human Resources	46	\$80,000 annually	08/27/18
Destiney Fisher	Custodian I Custodial Services	21	\$21,237 annually	08/27/18
Joel Loera	Graphic Designer, Student Affairs Residence Life, Housing & Dining Services	42	\$44,247 annually	08/27/18
Brooklyn Ryan	Academic Advisor/Retention Specialist College of Business	42	\$33,000 annually	08/27/18
Breanna Scanlon	Academic Advisor/Retention Specialist College of Business	42	\$33,000 annually	08/27/18
Brenda K. Greer	Custodian I Custodial Services	21	\$21,237 annually	08/30/18
Austin Hubbard	Pre-Press Technician Printing Services	25	\$32,156 annually	08/31/18
Amanda Allen	Academic Advisor/Retention Specialist College of Health & Human Services	42	\$36,000 annually	09/04/18
Carmelita Jeter	Assistant Coach Intercollegiate Athletics	UN	\$43,500 annually	09/05/18
Laura Haselden	Administrative Assistant II Office of the Registrar (10-month position)	12	\$22,533 annually	09/06/18
J. Anthony Blades	Blindness Skills Specialist Agency for Teaching Leading & Learning	45	\$55,000 annually	09/10/18

Non-academic Personnel Board Actions, cont'd.

Page 3

Carole K. Douglas	Assistant Director, Residence Life Housing & Dining Services – Education & Development Residence Life, Housing & Dining Services	45	\$49,000 annually	09/17/18
Lindsay B. Freres	Assistant Teacher Child Development Center	40	\$21,237 annually	09/17/18
Alison K. Harper	Director, Annual Funds Office of Development	44	\$60,000 annually	09/24/18
Michelle J. Oliver	Residence Hall Receptionist Residence Life, Housing & Dining Services	10	\$21,861 annually	09/24/18
Betsy A. Sandbothe	Assistant Director Office for Institutional Equity & Compliance	44	\$50,000 annually	09/24/18
Matesja Daniel	Residence Hall Host/Hostess Residence Life, Housing & Dining Services (10-month position)	10	\$17,697 annually	10/01/18
Tabitha Henderson	Academic Administrative Assistant II 12 Finance & General Business		\$28,766 annually	10/01/18
Patrick R. Wilson	Assistant Technical Director Juanita K. Hammons Hall for Performing Arts	24	\$29,120 annually	10/01/18
Nathan M. Yancy	Residence Hall Host/Hostess Residence Life, Housing & Dining Services (10-month position)	10	\$17,697 annually	10/01/18
James R. Morrison	Journeyman Plumber Facilities Maintenance	26	\$35,360 annually	10/22/18

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Laura Gonzales	Administrative Assistant I Residence Life, Housing & Dining Services	06/11/18
Tina J. Neal	Marketing & Data Collection Specialist Project ACCESS	06/30/18
Tyler Cordell	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	07/31/18
Stephanie Cockrell	Academic Advisor – Marketing & Recruitment Specialist Hospitality Leadership	08/03/18
Alicia M. Osborn	Custodian I Custodial Services	08/03/18
Judith K. Hurst	Procurement Technician Procurement Services	08/08/18
Molly Hill	Case Manager, Northwest Project Kinesiology	08/16/18
Angelica Foxx	Administrative Specialist II TRIO	08/21/18
Jeffery Cunningham	Custodian I Custodial Services	08/27/18
Alisa Garbisch	Assistant Director, Student Success Initiatives Residence Life, Housing & Dining Services	08/31/18
Shannon Hachman	Administrative Assistant II Disability Resource Center	09/04/18
John M. Edwards	Assistant Director Athletics Development	09/13/18
Sarah E. Davis	Administrative Assistant II eFactory	09/14/18

Non-academic Personnel Board Actions, cont'd.

Page 5

Thomas J. Appleby	Warehouse & Delivery Clerk Facilities Management	09/28/18
Kelsie Smith	Foundation Scholarship Coordinator Donor Relations	09/28/18
Jeffery Sly	Custodial Specialist Residence Life, Housing & Dining Services	10/03/18
David Hale	Warehouse & Delivery Clerk Facilities Management	10/05/18
Danielle L. Patterson	Administrative Assistant II Donor Relations	10/12/18
Pamela Bigham	Food Service Coordinator Child Development Center	10/19/18

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Thomas M. Kile	Director of Operations Juanita K. Hammons Hall for Performing Arts	06/30/18
Vicki Hanson	Equity & Compliance Investigator Institutional Equity & Compliance	07/31/18
Michael Massey	HVAC Mechanic Facilities Maintenance	08/31/18
Stephen G. Snider	Senior Database Analyst Computer Services	10/31/18

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Vicki Hanson	Equity & Compliance Investigator Institutional Equity & Compliance	05/18/18 07/31/18

LAY-OFF:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Julia G. Williams	Academic Administrative Assistant II Theatre & Dance	08/27/18

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Cynthia Barnett	From: Director Campus Recreation To: Staff Emeritus Campus Recreation	Status Change	07/01/18
Alex Johnson	From: Director, Community Involvement & Services Citizenship & Service Learning GR 42, \$40,000 annually To: Director, Community-Engaged Learning Citizenship & Service Learning GR 44, \$42,000 annually	Reclassification & Salary Adjustment	07/01/18
A'dja Jones	From: Assistant Director Achievement Center GR 42, \$40,000 annually To: Director, Student-Athlete Development & Community Relations GR 42, \$40,000 annually	Status Change	07/01/18
Sharon Lester	From: Administrative Specialist II Procurement Services GR 12, \$31,672 annually To: Procurement Technician Procurement Services GR 13, \$33,200 annually	Reclassification & Salary Adjustment	07/01/18
Anthony L. Storie	From: Custodian Apprentice Residence Life, Housing & Dining Services GR 20, \$20,800 annually To: Custodian I Residence Life, Housing & Dining Services GR 21, \$21,236 annually	Promotion	07/16/18

Non-academic Personnel Board Actions, cont'd.

Page 7

Aubrey Larimore-Vargas	From: Technology Training Specialist Computer Services GR 33, \$41,919 annually To: Technology Training Administrator Computer Services GR 34, \$46,576 annually	Promotion	07/23/18
Denise Stadler	Residence Hall Receptionist Residence Life, Housing & Dining Services From: GR 10, \$28,851 annually (12-month position) To: GR 10 \$24,041 annually (10-month position)	Status Change	07/30/18
Barbara Bones	From: Residence Hall Receptionist Residence Life, Housing & Dining Services GR 10, \$21,860 annually To: Administrative Assistant I Residence Life, Housing & Dining Services GR 11, \$24,960 annually	Promotion	08/01/18
Erika M. Brame	From: New Media Specialist Web Strategy & Development To: Content Strategist Web Strategy & Development	Title Change	08/01/18
Karen Copeland	From: Administrative Specialist II Missouri State Outreach To: Staff Emeritus Missouri State Outreach	Status Change	08/01/18
Anna L. Datema	From: Executive Assistant I College of Business To: Staff Emeritus College of Business	Status Change	08/01/18

Non-academic Personnel Board Actions, cont'd.

Page 8

Tracie Gieselmann-Holthaus	From: Library Associate II Library GR 15, \$36,266 annually To: Archivist Library GR 42, \$41,500 annually	Promotion	08/01/18
Kai K. Raymer	From: New Media Specialist Web Strategy & Development To: Content Strategist Web Strategy & Development	Title Change	08/01/18
Margaret Osler	From: Residence Hall Host/Hostess Residence Life, Housing & Dining Services GR 10, \$21,237 annually To: Residence Hall Receptionist Residence Life, Housing & Dining Services GR 10, \$21,861 annually	Status Change	08/06/18
Heather N. Moore	From: Academic Administrative Assistant II Finance & General Business GR 12, \$27,996 annually To: Executive Assistant I College of Business GR 12, \$32,510 annually	Status Change	08/13/18
Roy A. Staeger	From: Patrol Corporal Safety & Transportation GR 25, \$32,734 annually To: Fire Prevention & Planning Specialist Safety & Transportation GR 24, \$32,734 annually	Status Change	08/16/18

Non-academic Personnel Board Actions, cont'd.

Page 9

Ray D. Phillips	From: Stores Clerk College of Natural & Applied Sciences To: Staff Emeritus College of Natural & Applied Sciences	Status Change	08/22/18
Donald R. Hopper	From: Technology/Supply Buyer- Technology Support Specialist Bookstore GR 31, \$35,916 annually To: System Administrator-Electronics Buyer Bookstore GR 33, \$43,500 annually	Reclassification & Salary Adjustment	09/01/18
Marjorie A. Stewart	From: Career Resources Specialist Career Center GR 42, \$42,673 annually To: Asst Director, Career Center- Employer Relations Career Center GR 44, \$46,673 annually	Reclassification & Salary Adjustment	09/01/18
Amanda F. Conner	From: Academic Administrative Assistant II School of Nursing GR 12, \$28,079 annually To: Accounting Specialist Facilities Management GR 13, \$29,015 annually	Promotion	09/04/18
Kymmee S. Cunningham	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$17,697 annually (10-month position) To: GR 10, \$21,237 annually (12-month position)	Status Change	09/10/18

Non-academic Personnel Board Actions, cont'd.

Page 10

Kaitlyn Seery	<p>From: Academic Advisor/Retention Specialist College of Business GR 42, \$33,000 annually</p> <p>To: Academic Advisor-Marketing & Recruitment Specialist Hospitality Leadership GR 41, \$35,000 annually</p>	<p>Status Change & Salary Adjustment</p>	09/10/18
Ryan Brown	<p>Patrol Corporal Safety & Transportation</p> <p>From: GR 25, \$30,284 annually</p> <p>To: GR 25, \$31,637 annually</p>	Salary Adjustment	09/16/18
Larry Caudle	<p>Patrol Corporal Safety & Transportation</p> <p>From: GR 25, \$30,284 annually</p> <p>To: GR 25, \$31,637 annually</p>	Salary Adjustment	09/16/18
Richecard Paul	<p>Patrol Corporal Safety & Transportation</p> <p>From: GR 25, \$30,534 annually</p> <p>To: GR 25, \$31,637 annually</p>	Salary Adjustment	09/16/18
Jason B. Sanders	<p>From: Public Safety Officer Safety & Transportation GR 24, 27,549 annually</p> <p>To; Patrol Corporal Safety & Transportation GR 25, \$31,637 annually</p>	Promotion	09/16/18
Lance Wilson	<p>Patrol Corporal Safety & Transportation</p> <p>From: GR 25, \$30,534 annually</p> <p>To: GR 25, \$31,637 annually</p>	Salary Adjustment	09/16/18

Non-academic Personnel Board Actions, cont'd.

Page 11

Leah S. Walcott	Residence Hall Host/Hostess Residence Life, Housing & Dining Services From: GR 10, \$17,697 annually (10-month position) To: GR 10, \$21,236 annually (12-month position)	Status Change	09/17/18
Kevin Agee	From: New Media Specialist University Communications To: Content Strategist University Communications	Title Change	10/01/18
Stephen G. Snider	From: Senior Database Analyst Computer Services To: Staff Emeritus Computer Services	Status Change	11/01/18

Vote: _____ Yea
 _____ Nay

VI.A.

PRESIDENT'S REPORT

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

1. Welcome to Homecoming
2. Approval for Naming the McQueary College of Health and Human Services
3. Approval of 2018 Bronze Bear Award Recipient (resolution to be provided at the meeting)
4. Approval of 2018 Government Excellence Award Recipient (resolution to be provided at the meeting)
5. Approval of 2019 Legislative Priorities
6. What's New at MSU Video

VI.A.2.

RECOMMENDED ACTION – Approval for Naming the McQueary College of Health and Human Services

The following resolution was moved by _____ and seconded by

_____.

WHEREAS, the McQueary Family have a long tradition of making gifts to different areas of the University, including scholarships, athletics, Juanita K. Hammons Hall for the Performing Arts, Greenwood Laboratory School, the colleges of Health and Human Services, Arts and Letters, and Business, the Child Development Center, Tent Theatre, and the Pride Band, just to name a few; and

WHEREAS, the McQueary Family has made a recent major gift to be used for the expansion of the McQueary Family Health Sciences Hall, scholarships for students in the College of Health and Human Services, and faculty support in the forms of fellowships, professorships and other faculty needs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that it hereby recognizes the extraordinary interest and involvement of the McQueary Family, and their decades of support for University. The Board of Governors hereby names the College of Health and Human Services the **McQueary College of Health and Human Services**.

VOTE: **AYE** _____

NAY _____

October 19, 2018

VI.A.5.

RECOMMENDED ACTION – Approval of 2019 Legislative Priorities

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

WHEREAS, the 2019 session of the Missouri General Assembly will begin on Wednesday, January 9, 2019; and

WHEREAS, President Smart and others will work with legislators and government officials throughout the legislative session to advocate for Missouri State University's interests; and

WHEREAS, it is in the best interest of Missouri State University for the Board of Governors to support and guide these advocacy efforts by establishing legislative priorities in advance of the legislative session.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the attached 2019 Legislative Priorities are approved.

VOTE: **AYE** _____

NAY _____



2019 LEGISLATIVE PRIORITIES

Priority 1 – Increase Missouri State’s operating appropriation

Missouri State University receives less state funding per student than any other university in the state. The Coordinating Board for Higher Education (CBHE) has recommended a three-part appropriation package that would begin the process of resolving this inequity.

1. Performance Funding – CBHE requested \$26.6 million (a three percent core increase) to be distributed to public universities and community colleges on the basis of three performance metrics connected to the Governor’s focus on workforce development. The three metrics for four-year institutions are: (1) graduate outcomes, (2) number of degree or certificate completions per full-time equivalent student, and (3) pass rates on learning assessments or professional licensure exams. The three metrics for two-year institutions are: (1) graduate outcomes, (2) pass rates on professional licensure exams, and (3) three-year graduation and transfer rate.
2. Equity Funding – CBHE requested \$8.9 million (a one percent core increase) to be distributed to public universities and community colleges through a weighted equity funding model. Because of the current disparity in per student funding, Missouri State benefits significantly under this model.
3. Workforce Funding – CBHE requested \$55.9 million in one-time funding for a workforce development grant program to provide two and four-year institutions with start-up funds to create and expand programs in areas of critical workforce needs (e.g. nursing, advanced manufacturing, etc.).

Missouri State supports the CBHE appropriation recommendations. Due to the significant disparities in per student state funding, Missouri State further requests that additional funds be appropriated through the weighted equity funding model referenced above.

Priority 2 – Appropriate \$3.2 million in matching capital funds for a multi-purpose addition to Missouri State’s laboratory school

Missouri State’s Greenwood Laboratory School provides practicum opportunities and a laboratory of best practices in teaching for students and faculty at Missouri State. In so doing, Greenwood provides a comprehensive K-12 education to 370 primary and secondary students. Around 200 Missouri State students complete practicum work at Greenwood each year.

The current Greenwood facility was built in 1966. In the last 10 years, Greenwood’s K-12 enrollment has increased by more than 12 percent, and Missouri State has added six middle and high school classes at Greenwood.

The university has raised \$3.2 million in funds to renovate parts of the existing building and construct an approximate 21,000 square foot addition. The addition will include a new south entrance, an adjacent office, a lobby supporting the school, restrooms and a multi-purpose center capable of seating 750 people with a performance stage. The new space will provide a larger, accessible entrance and a welcome center.

VII.A.

**Missouri State University Board of Governors
October 19, 2018 meeting**

**Report by Dr. Shirley Lawler
Chancellor, West Plains Campus**

Hass-Darr Hall: September 26 was a historic day for Missouri State-West Plains as an estimated 250 students, faculty, staff, government representatives and area residents gathered for the dedication and ribbon cutting ceremony at Hass-Darr Hall. The recent expansion and renovation of the former post office building was made possible through state bonding funds and private donations. The facility is named Hass-Darr Hall in recognition of significant gifts from two families who are long-time university supporters, Mary Hass Sheid, the William R. Hass family and William and Virginia Darr. The 18,000 square-foot facility will become the “heart of the campus” with the variety of services it houses. These include the William and Virginia Darr Honors Program, Carol Silvey Student Union, Drago College Store, Admissions Welcome Center, Veterans Center, student life and development office, tutoring services and other much-needed classroom and administrative space. Our Student Government Association President Lyndsey Parker said it best when she said, “this building will stand as a place to bring everyone and everything together on campus.”

Nursing Accreditation: The Associate of Science in Nursing (ASN) degree program at Missouri State-West Plains recently received “continued accreditation” from the Accreditation Commission for Education in Nursing (ACEN). We received formal notification of the decision from the ACEN Board of Commissioners in August following a self-study report and site evaluation visit in February. The recommendation to award continued accreditation status to the program came during the commission’s July meeting. The term of the recommendation is for eight years, the maximum allowed. We are incredibly proud of our outstanding nursing program and its stellar record for nursing student passage rates on the licensure exam. Our nursing students are highly sought after by area medical facilities because our graduates have a reputation for having an excellent skill set.

Enrollment: A total of 1,875 students are enrolled this fall at Missouri State University-West Plains. This figure is slightly less than last year’s overall tally of 1,930 students. Many of the two-year degree-granting colleges in the state have also experienced a decline in enrollment for this fall—when the employment rate is up, many students go to work full time and leave their college plans behind. We were encouraged to see an increase in new student enrollment, up 3 percent this fall. Missouri State-West Plains continues to be an excellent option for students who want to attend a two-year institution that is affordable and offers a quality education. Our main focus this year is to work on stabilizing enrollment by increasing recruitment and retention, and expanding our academic programs.

Resolution to Faculty Teaching Load on Missouri State University-West Plains Campus:

The faculty teaching load issue was resolved when the Faculty Senate voted on September 21, 2018, to accept an alternate proposal. The proposal was researched and developed by a committee comprised of faculty members and Dr. Dennis Lancaster, Dean of Academic Affairs.

Rather than increase the load of all faculty from 24 credit hours per year to 30 per year as originally proposed, the alternate plan allows faculty to opt-in or opt-out of the increase in load. If faculty opt-in, then beginning July 1, 2019, they will receive compensation for two of the six additional credit hours at the standard 2.5% of salary base for each hour taught as an overload. For the faculty who opt-out of the plan, they will remain at the 24 credit hours, but they will not receive any additional compensation. Only those faculty members who opt-in will be permitted to do overload hours should they be available in the future. Faculty who opt-in cannot opt-out in the future. Those who initially opt-out may opt-in in the future; however, the additional compensation is only available if they opt-in before February 1, 2019. All faculty hired on or after July 1, 2019, will have 30 credit hour load as part of their contract.

In addition, the alternate plan allows for faculty at the full professor rank to request a three-year period or less during which their teaching load will be reduced from 30 hours a year to 24 hours in order to conduct research in their chosen field of study. The faculty member must submit a proposal outlining his or her research to the Dean of Academic Affairs who will, in turn, request an ad hoc committee to review the proposed research and provide a recommendation to approve or deny the request. The Dean may then approve the research as well as the reduction in teaching load for a one- to three-year period. Given the outcomes of the research, the faculty member may apply for an additional period of research and a reduction of teaching load after the initial period ends.

20¹⁷ 18

ANNUAL REPORT



Missouri State–West Plains says goodbye to Chancellor Bennett and welcomes Dr. Lawler.

Chancellor Drew Bennett Retires; Dr. Shirley Lawler becomes new chancellor

Missouri State University–West Plains underwent a change in leadership during the 2017–18 academic year. Dr. Drew Bennett announced his retirement in August, and Dr. Shirley Lawler took the reins as the campus' new chancellor on June 1, 2018.

Bennett was the campus' seventh chancellor and its second longest serving at the time of his departure May 31. During his 11-year tenure, the campus increased enrollment by 10 percent and increased full-time faculty by 26 percent, including three endowed professorships. The campus also added 10 new associate degrees while generating more than \$8.8 million in donations and more than \$11 million in grant funding.

Bennett's impact on the physical campus during the last 11 years included 12 building renovation projects and three new facilities – the FEMA/Student Recreation Center, Gohn Hall and Hass-Darr Hall (currently under construction with a targeted fall 2018 completion). More than 2,700 students graduated from the campus while Bennett was chancellor.

Lawler became the first woman to lead the West Plains campus when her

appointment to the chancellor's post was announced May 1 following an extensive nationwide search. The former Hartville resident served as provost/vice chancellor for academic and student affairs at Ozarks Technical Community College until her retirement in 2012.

She began at OTC in 1997 and served in a number of positions, including associate vice president for academic affairs, dean of technical education and dean of academic services. Prior to working at OTC, Lawler worked at Logan-Rogersville High School for 12 years. She also was an adjunct instructor at Missouri State University in Springfield from 1984-2002.

Lawler has a doctorate in education from the University of Missouri. She also has a bachelor's in business education and Master of Education in secondary education, both from Missouri State.



WP.MISSOURISTATE.EDU



Grant awarded to fund amphitheater

In October, Missouri State–West Plains was awarded a \$202,137 grant from the U.S. Department of Interior’s Land & Water Conservation Fund for construction of an outdoor amphitheater.

This project has been a goal for the West Plains campus for many years. The grant, along with private donations already received or pledged, will allow the amphitheater to become a reality. Plans call for an 850-seat venue, which will be constructed just west of the Smith-London Centennial Bell Tower. It will provide the university and the greater West Plains community an outdoor venue for spectator events, concerts, rallies, films and theatrical performances. A significant aspect of this project is that it will be built without the use of operational funds or reserves. The project should be completed in late summer or early fall 2019.

GOCAT opens on schedule

Despite damages caused by extensive flooding on April 29, 2017, training programs started on schedule at the Greater Ozarks Center for Advanced Technology (GOCAT) for the 2017 fall semester.

After months of renovations to the former city scales building on Howell Avenue, a large contingent of community leaders and government representatives officially opened the center April 21, 2017, with a ribbon cutting ceremony. The 16,000-square-foot facility, which is designed to provide training for key technological skills in demand by manufacturers, was damaged by the flood eight days later. Although the floodwaters slowed momentum, GOCAT’s three partners, Missouri State–West Plains, South Central Career Center (SCCC) and the City of West Plains, were committed to having the workforce development programs at the GOCAT up and running by the fall semester. GOCAT is a \$2.5 million investment for the community. Associate degrees and certificates focusing on immediate entry into the workforce are offered at the center by the university.



STUDENT NEWS



Students from the West Plains campus received five medals at the Future Business Leaders of America/Phi Beta Lambda State Leadership Conference in April. At the national conference in June, one of the students placed sixth in Accounting Principles.



Organizers of the Ozarks Gaming Convention (OzCon) hosted by Missouri State University–West Plains' Computer Graphics and Programming (CGP) Department and the student chapter of Association for Computer Machinery (ACM) raised \$2,500 for Christus House, a local shelter for domestic violence victims in south-central Missouri. This is the fifth year for the event, which was held April 27-29 at the West Plains Civic Center. Each year, proceeds from the gaming, cosplay and anime convention benefit a local non-profit organization or agency.



Seventeen students participating in Missouri State University–West Plains' federally-funded TRIO Student Support Services program were awarded \$11,641.14 in scholarships from program funds. To be eligible for a scholarship, students must be enrolled full time at the university for the past two semesters, be an active participant in the program, complete a TRIO workshop or event and financial literacy training through TRIO, attend regularly scheduled appointments with TRIO advisers, and maintain a grade point average of 2.75 on a 4.0 scale.



Nine students from the Agriculture Department at Missouri State–West Plains attended the 2018 National Postsecondary Agriculture Students (PAS) Organization Conference and Convention March 13-16 in Louisville, Kentucky. Two students were speakers at the national convention, and five students placed in the competitions.

ATHLETICS



On March 3, the Missouri State University-West Plains Grizzly Basketball team picked up its fourth NJCAA Region 16 championship trophy in program history – and its first in seven years – after defeating the Mineral Area College Cardinals of Park Hills 74-71 at Lincoln University in Jefferson City.



The 2017 Grizzly Volleyball team earned the Team Academic Award from the American Volleyball Coaches Association (AVCA). The award honors collegiate and high school volleyball teams that displayed excellence in the classroom during the school year by maintaining at least a 3.30 cumulative team grade point average on a 4.0 scale. The Grizzlies had a GPA of 3.58 this past year. This is the third consecutive year the Grizzlies qualified for the AVCA award. The team also received the 2017-2018 Academic Team Award from the National Junior College Athletic Association (NJCAA)

AWARDS AND ACHIEVEMENTS

Dr. Craig Albin, *Missouri Library Association's Missouri Author Award*

Dr. Drew Bennett, *Rural Community College Alliance's George Autry Lifetime Achievement Award*

Ana Estrella-Riollano, *Missouri State University, Faculty Excellence in Public Affairs Award*

Frank Priest, *Missouri Council on Public Higher Education's Governor's Award for Excellence in Education*

Scott Schneider, *Missouri State University, Staff Excellence in Community Service*

Briana Walsh, *Missouri Sports Hall of Fame's Wynn Award*

Micaela Wiehe, *Missouri State University Citizen Scholar*

QUICK FACTS

FALL 2017 ENROLLMENT

Headcount: 1,930

*MSU Outreach: 127

Total Students Served: 2,057

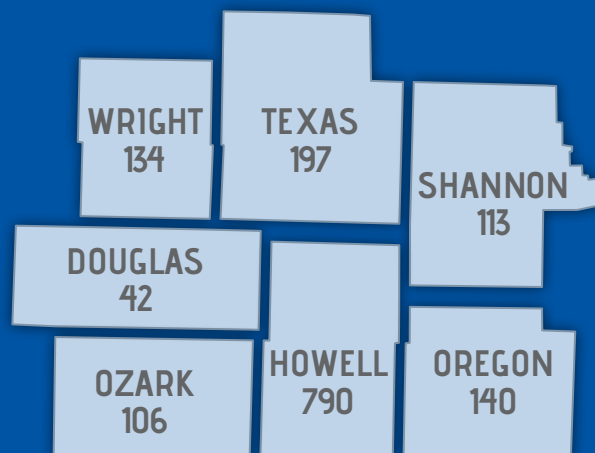
Full-time: 949

Part-time: 969

Non-credit: 12

** Missouri State University's Outreach program offers bachelor's & master's degrees on the West Plains Campus.*

County Enrollment



Other Missouri Counties: 330

Out-of State: 62

International: 16

VII.A.1.

RECOMMENDED ACTION - Approval of Academic Program for the Technical Certificate in Medical Assisting.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the Technical Certificate in Medical Assisting be approved for submission to the Coordinating Board for Higher Education.

VOTE: **AYE** _____

NAY _____

COMMENTS:

1. The Certificate in Medical Assisting falls under the Health Information Technology (HIT) Department, and most of the credits will articulate to the Associate of Applied Science in Health Information Technology.
2. The certificate is a 24-credit hour degree plan. Twelve (12) credits are existing courses already scheduled and taught by HIT faculty. The new courses can be taught by HIT faculty, nursing faculty, or per course faculty. No requests for full-time hires are being pursued at this time. The certificate has enough credit hours to be financial-aid eligible.
3. Medical Assistants could easily transition to the Associate of Science in Nursing Degree Program as a logical pathway for career advancement.
4. There is a high demand in the area for Medical Assistants. Area hospitals and clinics have expressed a high interest in hiring the completers of this program and assisting in apprenticeship placement.
5. This program is modeled after several similar programs across the country and the state of Missouri that allows an individual to be placed in a paid apprenticeship program while completing classroom hours toward the certificate.
6. This program will allow the completer to become certified as a Certified Medical Assistant by exam through the National Healthcareer Association (NHA).
7. The curriculum has been reviewed and approved by the Missouri State University-West Plains Curriculum Committee and the Faculty Senate. Upon approval by the Board

of Governors, the program proposal will be forwarded to the Missouri Coordinating Board for Higher Education.

Technical Certificate in Medical Assisting Degree Requirements

Proposed Medical Assistant Certificate			
Course	Number	Title	Credit Hours
ALH	116	Medical Terminology	3
HIT	140	Pharmacology	3
HIT	170	Electronic Health Records	3
HIT	180	Anatomy & Physiology for Health Information Technician	3
HIT	270	Medical Assistant Office Procedures	3
HIT	280	Medical Assistant Clinical Procedures	3
HIT	290	Medical Assistant Laboratory Procedures	3
HIT	299	Medical Assistant Practicum	3
Total			24

VII.A.2.

RECOMMENDED ACTION - Approval of Academic Program for the Certificate in Advanced Industrial Maintenance.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the Certificate in Advanced Industrial Maintenance be approved for submission to the Coordinating Board for Higher Education.

VOTE: **AYE** _____

NAY _____

COMMENTS:

1. The Certificate in Advanced Industrial Maintenance falls under the Technology Department. The program provides a workforce development opportunity for students and offers stackable credentials for highly-qualified students who are seeking to improve their skills.
2. The certificate is a 24-credit hour degree plan. Fifteen (15) credits are existing courses already scheduled and taught by faculty. The new courses can be taught by existing faculty or per course faculty. No requests for full-time hires are being pursued at this time. The certificate has enough credit hours to be financial-aid eligible.
3. Equipment and other resources for instruction exist at the Greater Ozarks Center for Advanced Technology (GOCAT) or will be funded through grants.
4. This program is modeled after several similar programs across the nation that allow an individual to be placed in a paid apprenticeship program while completing classroom hours toward the certificate. The program also satisfies an identified need in the community.
5. The curriculum has been reviewed and approved by the Missouri State University-West Plains Curriculum Committee and the Faculty Senate. Upon approval by the Board of Governors, the program proposal will be forwarded to the Missouri Coordinating Board for Higher Education.

**Certificate in Advanced Industrial Maintenance
Degree Requirements**

Proposed Advanced Industrial Maintenance Certificate			
Course	Number	Title	Credit Hours
TEC	100	Survey of Electronics	3
TEC	101	Math for the Trades	3
TEC	130	Introduction to Industry	3
TEC	200	Applied Electricity and Electronics	3
TEC	230	Industrial Controls and Troubleshooting	3
TEC	240	PLCs and Sensors	3
TEC	245	Mechanical Systems and Fluid Power	3
TEC	275	Automated Systems	3
Total			24

VIII.A.

Missouri State University Faculty Senate Report to MSU Board of Governors
October 19th, 2018

Tom Dicke, Chair, Faculty Senate 2018-2019; Professor of History
TomDicke@MissouriState.edu

As this is my first report to the board this academic year I believe it is appropriate to begin with a brief summary of faculty activities in the past year. The fundamental functions of the roughly 760 ranked faculty on the Springfield campus are teaching, research, and service. In teaching, this year MSU faculty will provide instruction to over 24,000 students. Although the number of ranked faculty has grown slightly since 2010, due to increased enrollment the ratio of ranked faculty per student has worsened - from 31 students per ranked faculty in 2010 to 35 students per ranked faculty in 2017. Ranked faculty provide instruction in 100 majors, 125 minors and a rapidly growing number of certificates.

In research, MSU faculty produced 401 publications and other creative activities in 2017. The majority of these were journal articles, although this number also includes books, artistic exhibits, and performance activities. It is difficult to summarize our research and creative activities since our contributions are as varied in this area as they are in our teaching. They are also just as central to the core mission of the university. Knowledge is one of the very few things that is not consumed when it is used and expansion of the store of human knowledge is the most fundamental mission of any comprehensive university. A few examples of how Missouri State faculty are contributing to advancing our understanding of the world include original research into topics as varied as Dr. Billie Follensbee's research into Mesoamerican art or Dr. Susan Robinson's experiments on how to reduce falls in older Americans.

Faculty contributions in service include service to the university, to our disciplines, and to the larger community. The everyday work of shared governance takes considerable time and effort to do well. Most of our efforts in this area are concentrated in keeping our curriculum up to date. Last year, for example, 657 curricular changes were processed. Each of these originated with a faculty member and made it through multiple levels of faculty review before moving on for administrative approval. Changes to the curriculum ranged from a new graduate level course on the history of plagues and pandemics to an entirely new undergraduate program in ranch management.

At the time this was written Faculty Senate had only had one meeting for the academic year. At that meeting the Senate reviewed and approved a new program in IT infrastructure, an interdisciplinary program (Chemistry, Biology, and Biomedical Sciences) in Pharmaceutical Science, and 9 certificates in subjects ranging between petroleum geology and music performance.

In addition to our commitment to teaching, research, and service, the most important concerns among faculty this year will likely revolve around compensation. As you are well aware budgets during the past few years have shrunk and while the administration has done an admirable job containing the damage under exceptionally difficult circumstances, faculty are concerned that we are falling behind as increases in compensation lag behind increases in the cost of living.

VIII.B.

Report from the Provost

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs:

1. HLC review of off-campus instructional locations
2. Start of the year orientations for new faculty and administrators
3. Planned hiring agenda for faculty and administrators, 2019-2020
4. Report on the fall 2018 Public Affairs Conference (Dr. Kevin Evans, Professor, Geography, Geology & Planning)

CONFERENCE REPORT

2018 FALL PUBLIC AFFAIRS CONFERENCE

BRIEF OVERVIEW

The fall 2018 Public Affairs conference convened September 25-27 and, by all measures, met the standards of quality established by previous conferences. The program successfully met the goal of engaging members of the university community on issues related to the 2018-2019 public affairs theme, *Unity in Community*. Total attendance was 5,775, an **increase of more than 1,100**. This represents an **18% increase** over last spring's conference. Having the conference in the fall semester was a positive move.



CONFERENCE PROGRAM

The conference program included keynote speaker *Jenna Bush Hager*, and 4 other plenary speakers: *Massimo Pigliucci*, professor of philosophy at CUNY & modern-day stoic; *Celeste Headlee*, journalist & promoter of better communication skills; *Mark Horvath*, founder of Invisible People & documentary filmmaker; and *Michael Streissguth*, professor of communication & film studies at Le Moyne College and producer of "Johnny Cash at Folsom Prison."

38
Presenters

Including...

- Lauren Dow, National Center for Transgender Equity & MSU Alum
- Wolde Kristos, Bluefields Sustainable Development, Jamaica
- Tesfaye Mersha, expert in genetic ancestry & race
- Alicia Smith, founder of The NuGyrl Foundation for at-risk African American women
- Master YongHua, Buddhist monk & founder of Bodhi Light

SPEAKER DEMOGRAPHICS

53%
Male

47%
Female

76%
Caucasian

24%
Minority

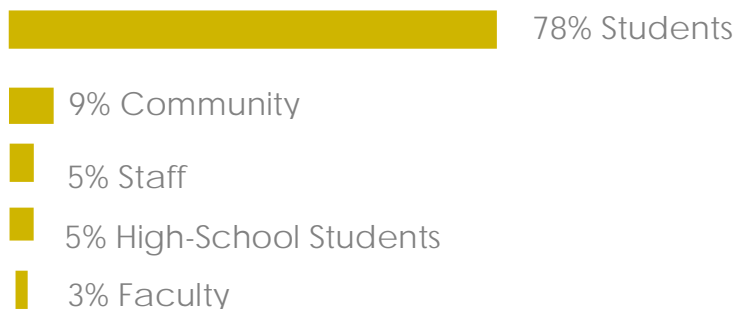
11%
MSU Alumni

EVALUATION INFORMATION

998

completed evaluations

Panel Session Evaluations



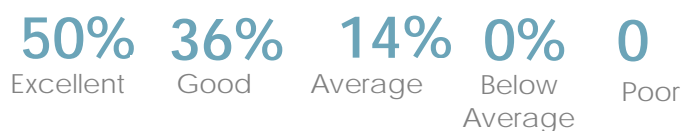
This session addressed the topic as listed in session description.



This session offered a variety of viewpoints on the topic.



This session broadened my perspective of *Unity in Community*.



Overall this session was...

Respondents heard about the conference from the following sources (some had multiple responses):

Professor: 69%

Website: 32%

Conference Brochure: 15%

Email: 5%

Twitter: 3%

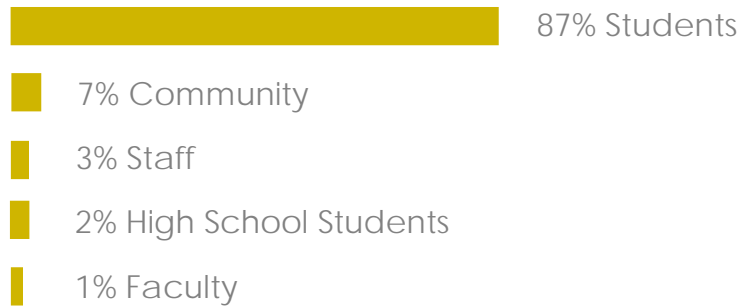
KSMU: 2%

Facebook: 2%

Other: 8% (classmate, friend, new faculty orientation, SGA, PSU promotion, Instagram, ads around campus, Residence Life, SAC, OTC)

Plenary Session Evaluations

461
completed evaluations



84% Strongly Agree
13% Agree
2% No Opinion
0% Disagree
1% Strongly Disagree

This session addressed the topic as listed in session description.

80% Strongly Agree
16% Agree
3% No Opinion
.5% Disagree
.5% Strongly Disagree

This session offered a unique perspective on the topic.

72% Strongly Agree
19% Agree
6% No Opinion
2% Disagree
1% Strongly Disagree

This session broadened my perspective of *Unity in Community*.

70% Excellent
24% Good
6% Average
0% Below Average
0% Poor

Overall this session was...

*Of note, evaluations of plenary sessions were significantly higher this year than in previous years.

Respondents heard about the conference from the following sources (some had multiple responses)

Professor: 71%
Website: 38%
Conference Brochure: 13%
Email: 5%
Twitter: 4%

Springfield News-Leader: 3%
KSMU: 2%
Facebook: 2%
Other: 3% (prior attendance, Residence Life, sandwich boards, co-worker, family/spouse, friend)



**THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2019 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 2019 through the month of August.

PROJECT HIGHLIGHTS

- **Andrea Hellman**, Assistant Professor of the English Department, received **\$549,834** from the **US Department of Education** to continue the iELT – Ozarks Project. The overarching goal of the project is to provide access to affordable, customizable, state-of-the-art English language teacher training to better the educational outcomes of the language minority student population within the Ozarks region. The project builds partnership with three local educational agencies to make available coursework and clinical field experiences required for the Missouri K-12 English Language Learner (ELL) endorsement to in-service teachers within the partner districts and other high-need districts within the region that serve ELLs and have a shortage of highly qualified ELL specialists.
- **Michele Day**, Director of the School of Social Work, received **\$131,768** from the **Missouri Department of Social Services**. The Missouri Mentoring Partnership's (MMP) mission is to prepare youth for personal success in employment, education, healthy life styles, and self-sufficiency through mentoring support. MMP serves youth primarily between the ages of 16 and 21 by offering worksite and young parent mentoring to youth at risk of entering the welfare or justice systems. The Worksite Program is built on partnerships between MMP and local businesses to provide motivated young persons, who have experienced difficult life changes, with opportunities for employment based on a mentoring support system. The Young Parent Program is designed to support young mothers and fathers, up to the age of 21, who are pregnant and/or parenting to prevent second, unplanned pregnancies, while increasing parenting skills, immunizations, and promoting education.
- **Xin Miao**, Professor of the Geography, Geology and Planning Department, received **\$127,966** from the **National Science Foundation**. Arctic sea ice is a sensitive climate change indicator. Polar cyberinfrastructure (CI) has been identified as a suitable platform to collect data, integrate knowledge, and analyze scientific phenomena in polar regions. We envision the polar CIs will become smarter in the next decade, not only providing DaaS (Data as a Service) but also KaaS (Knowledge as a Service). The cornerstone in this revolution is to develop a knowledge extraction web service for the existing polar CIs. Therefore, we are motivated to develop a prototype polar CI module (ArcCI) within this conceptual framework, proposing to design an on-demand image web service for mining the properties of Arctic sea ice to contribute a unique capability to DaaS for polar research. The proposed project can be used to identify primary barriers in KaaS platform, and lay a solid foundation for the next generation of intelligent knowledge-oriented polar CI.

RESULTS

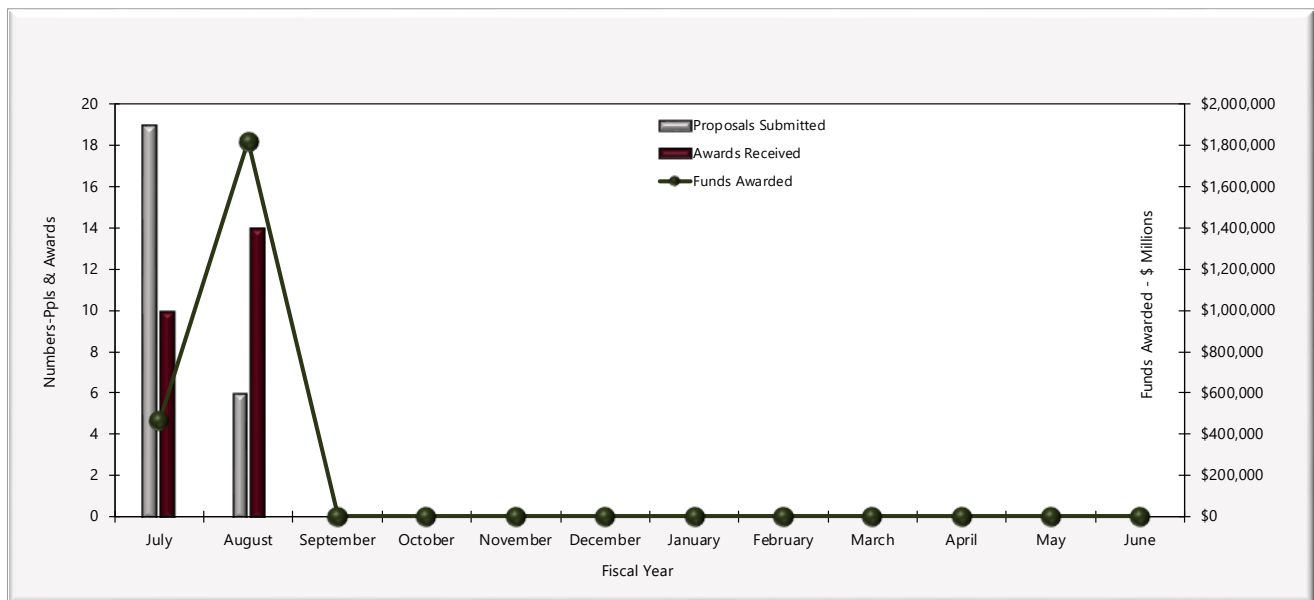
As of the end of August, the University has submitted 25 proposals for support of University-based projects. To date, 24 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$2.2 million. 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 2018	% Change from FY 2017
Proposals Submitted	25	-31%
Funds Requested	\$8,200,827	-50%
Named Investigators	24	-20%
Grants & Contracts Awarded	24	-31%
Funds Awarded	\$2,285,287	-64%

External funding activity so far in FY 2019:

Sponsored Program Activity FY 2019

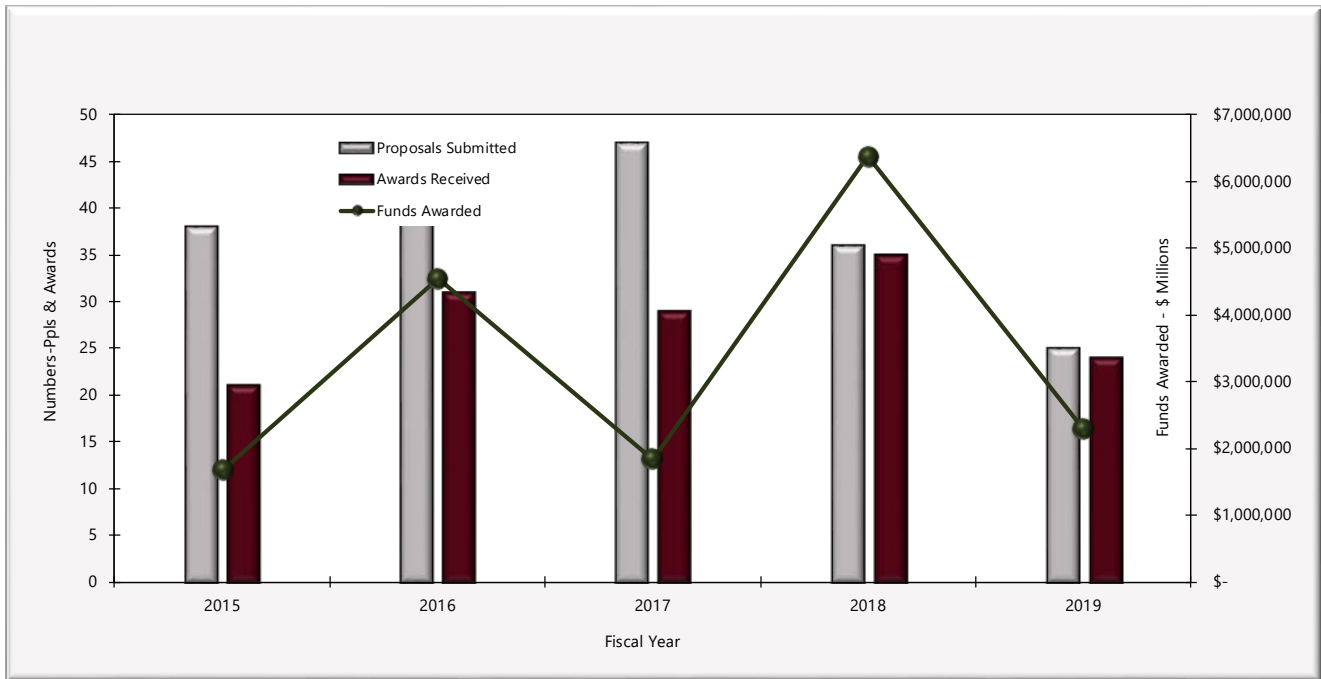
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	19	10	\$463,742
August	6	14	\$1,821,545
September	0	0	\$0
October	0	0	\$0
November	0	0	\$0
December	0	0	\$0
January	0	0	\$0
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	25	24	\$2,285,287



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of August (FY 2015 - FY 2019)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
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
2017	47	7	0	0	10	12	29	\$ 6,130,307	\$ 1,840,640
2018	36	13	0	0	12	10	35	\$ 16,347,238	\$ 6,378,329
2019	25	8	0	0	9	7	24	\$ 8,200,827	\$ 2,285,287



Grant and contract activity for FY 2019, through August:

**Missouri State University
FY 19 Grant/Contract Activity by Unit**

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Administrative Services	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Agriculture	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Grapevine Biotechnology	0	0	0	0	0	0	\$ -	0	0	\$ -
Mid-America Viticulture & Enology Center	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Arts & Letters	0	0	0	1	0	1	\$ 549,834	0	1	\$ 549,834
Center for Dispute Resolution	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Writing in College, Career, & Community	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Business	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Project Innovation & Management	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Education	0	0	0	0	0	0	\$ -	0	0	\$ -
Agency for Teaching, Leading and Learning	0	0	3	0	0	3	\$ 25,995	0	1	\$ 25,995
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Health & Human Services	0	1	0	4	1	5	\$ 379,392	1	4	\$ 354,284
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Archaeological Research	1	1	1	1	6	5	\$ 103,815	4	3	\$ 103,815
Center for Community Engagement	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	0	6	0	3	7	3	\$ 240,678	7	3	\$ 240,678
Bull Shoals Field Station	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Resource Planning & Management	2	0	2	0	2	2	\$ 64,706	1	1	\$ 64,706
Ozark Environmental Water Research Institute	1	1	1	1	7	4	\$ 68,655	4	2	\$ 68,655
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	0	1	0	0	1	\$ 10,000	0	1	\$ 10,000
President	0	0	0	0	0	0	\$ -	0	0	\$ -
Provost	0	0	0	0	0	0	\$ -	0	0	\$ -
Ozarks Public Health Institute	0	1	0	1	1	1	\$ 25,109	1	1	\$ 50,217
Southwest Missouri Area Health Education Center	0	0	1	0	0	1	\$ 50,500	0	1	\$ 50,500
Research & Economic Development	1	0	0	0	1	0	\$ -	1	0	\$ -
Center for Applied Science & Engineering	1	0	0	0	1	0	\$ -	1	0	\$ -
Center for Biomedical & Life Sciences	0	1	0	1	2	3	\$ 466,502	2	3	\$ 466,502
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	1	0	1	0	2	1	\$ 13,340	2	1	\$ 13,340
Student Affairs	0	0	0	0	0	0	\$ -	0	0	\$ -
West Plains	1	0	2	0	1	2	\$ 286,761	1	2	\$ 286,761
TOTAL	8	11	12	12	31	32	\$ 2,285,287	25	24	\$ 2,285,287

* 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.

X.A.

**REPORT TO BOARD OF GOVERNORS
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY
OFFICER
Submitted for Board of Governors Meeting (October 19, 2018)**

**Division for Diversity & Inclusion Diversity (DDI) Initiatives &
Collaborations**

7thAnnual Collaborative Diversity Conference (CDC), April 24-27, 2019:

The theme of the 2019 CDC is “Bridging the Cultural Divides”. It features Professor Irshad Manji as plenary speaker and presenter. Professor Manji is a nationally recognized author, speaker and founder of the Moral Courage Project, an award-winning initiative that empowers individuals to do the right thing and cooperate across differences.

<https://diversity.missouristate.edu/conference/Theme.htm>

The 2019 CDC showcases local, state, regional, and national best practices, collaborative partnerships, and programs fostering the value of the inclusion of diversity across culture divides and will again feature an anti-racism pre-conference workshop entitled “Facing Racism in 2019 and Beyond”. Join various professionals from across various sectors as they identify factors associated with bias and racism, as well as mitigation techniques that result in participants becoming anti-racist in the current political and social environment.

The CDC culminates with the naming of the 2019 Diversity Champion at the Friday, April 26, 2019, Diversity Champions Luncheon and a conversation with Professor Manji regarding her new book, “Don’t Label Me: A Conversation for Divided Times”—a unique conversation about “diversity, bigotry and our common humanity...”

The Diversity Summit Student Day concludes the conference on April 27, 2019, with a program designed to inspire and motivate our students to assist one another and our communities in ‘bridging the cultural divides’. Professor Manji opens the Diversity Summit with the plenary address.

Facing Racism Institute (FRI)--The 2018 Facing Racism Institute convened October 4-5, 2018, with sponsorship by the Springfield Area Chamber of Commerce and is entitled “A CHANGING DYNAMIC: Facing Racism in 2018 and Beyond”. The program presents an understanding of the origins of racism and engages in meaningful conversations about its impact while developing strategies to mitigate and eliminate divisive racist attitudes and behaviors. *Dr. A. Leslie Anderson, Professor, and Dr. Lyle Q. Foster, Faculty Diversity Training Coordinator*, facilitate the sessions with participants from the public, non-profit, for profit businesses, corporate and faith-based sectors. Past participants include professionals from the Springfield Police Department; Springfield Fire Department; Community Foundation of the Ozarks; City of

Springfield Human Resources Department; Taney Partnership; Springfield Regional Chamber of Commerce and Missouri State University.

<https://diversity.missouristate.edu/FacingRacism.htmCounty>

Staff Diversity Composition Initiative (SDCI)--Program administered in Division for Diversity & Inclusion by Chief Diversity Officer. See

https://www.missouristate.edu/policy/Op1_02_10_Staff_Diversity_Composition_Initiative.htm

Giving Voice--Giving Voice (GV) is a student theatrical organization sponsored by a collaboration that includes DDI and the College of Arts and Letters that represents the challenges of underrepresented group students, employees and faculty. Memorandum of Understanding signed with DDI, Office of the President, College of Arts & Letters, and Department of Dance and Theatre. <https://givingvoice.missouristate.edu/>

Faculty Diversity Coordinator--Professor Lyle Q. Foster, Sociology and Faculty Diversity Coordinator in the Division for Diversity & Inclusion, continues to coordinate new and existing faculty Cultural Consciousness professional development sessions during 2018-2019 academic year.

Diversity Lunch & Learn for Faculty and Staff--Events for faculty and staff to attend forum on specific topics related to the university setting. Ideas are shared and participants learn from others. Designed so faculty and staff feel free to come and go based on their schedules. Co-hosted by Dr. Adena Young-Jones, Associate Professor, and Dr. Lyle Q. Foster, Professor.

Topics:

Mind the gap: A conversation about connecting with your international students in the classroom. Kelly Cabrera Hurtado, Samantha Francka, and Daezia Smith [Wednesday, 10/3/2018, 12:00-1:00, LIBR 204]

Disability equity week: Accommodations process. Justin Lozano and Kristeena Laroue. [Monday, 10/29/2018, 12:00-1:00, PSU Ballroom East]

Beyond 'Buzz' Words. Tueda Roberts [Wednesday, 11/28/2018, 12:00-1:00, LIBR 204]

Mini-diversity Workshops--Faculty Center for Teaching and Learning (FCTL)/DDI collaboration. Participants register through My Learning Connection. Workshop facilitator: Dr. Adena Young-Jones, Associate Professor, Diversity Fellow.

Workshop Sessions:

1. Critical Perspectives: Exploring the educator's identity

9/17/2018 and 9/20/2018

2. Critical Perspectives: Micro-aggressions in academia

Thursday, October 25, 2018, 3:30- 5:00 P.M.

3. Critical perspectives: Assumptions on campus

Monday, November 12, 2018, 8:30- 10:00 A.M.

Thursday, November 15, 2018, 3:30-5:00 P.M.

4. Critical Perspectives: The university and social justice

Monday, December 3, 2018, 8:30- 10:00 A.M.

Thursday, December 6, 2018, 3:30- 5:00 P.M.

Tough Talks--The fall 2018 Tough Talks sessions facilitated by Dr. Lyle Q. Foster, Professor, began September 11, 2018, and continue throughout the semester. Topics include: (1) Alexa, What's the Weather Like? (2) Rewriting History; and (3) Mid-Term Elections: Anyone Up for Political Speak. <https://blogs.missouristate.edu/diversity/2018/09/07/fall-2018-tough-talk-sessions/>

Diversity 101 for Supervisors--DDI and HR department collaboration designed for supervisors is facilitated by Assistant Vice President for DDI, Juan Meraz. Topics include:

Ensuring workforce is culturally conscious/competent, improving overall civility and appreciation for valuing diversity of all.

Managing and motivating multicultural workforce; skills for building trust and cross-cultural communication.

Helping to recognize, respect and value differing perspectives and experiences.

Promoting and encouraging staff participation in development opportunities improving cultural competencies.

Three sessions held in Pummill 203 on 9/28/2018; 10/11/2018 and another session to be held on 11/9/2018, 8:30-11:50 A.M.

Cultural Consciousness in the Workplace--DDI and HR department collaboration designed to provide members of MSU workforce awareness, knowledge, and skills necessary to understand culturally relevant topics, inclusive excellence and sustaining a welcoming workplace

environment that values the inclusion of diversity. Facilitated by Assistant Vice President for DDI, Juan Meraz.

Sessions held on 8/17/2018, 9/21/2018, 10/19/2018, and 11/16/2018 in Carrington Hall, Rm. 110, 10:00-11:30 A.M.

Cultural Consciousness in the Workplace- Workforce Diversity--Designed to provide members of MSU community awareness and knowledge for understanding culturally relevant topics and how to work to promote an inclusive and welcoming work environment that values the inclusion of all. Facilitated by Assistant Vice President for DDI, Juan Meraz.

Session held 9/21/2018 in Carrington Hall, Rm. 110, 1:00- 2:30 P.M

Student Diversity Leadership Training Program--DDI and Division of Student Affairs Multicultural Student Services developing D & I training model for student organizations' leaders utilizing student peer trainers to be initiated this spring semester.

President Councils on Diversity:

President's Community Diversity Council - The first meeting of the fall 2018 semester was chaired by the CDO on October 1, 2018, in PSU 314, and opened with President Smart providing a few updates on diversity initiatives on campus and within the community for the academic year.

President's Student Diversity Council - Convened by Student Affairs, focus will be on enhancing campus and community stakeholders' capacity to increase student retention and success while ensuring access to campus and community services available for historically underrepresented students. The first meeting to be held November 13, 2018, in PSU Theater.

Scholar 2 Scholar Program (S2S)--S2S is a campus-wide research initiative for undergraduate students awarded work-study funds with interest in assisting faculty from all disciplines as research assistants by engaging in faculty research projects. Dr. Adena Young-Jones, DDI Diversity Fellow, facilitates S2S administration. This fall semester, 11 students and 11 faculty participating. Several student requests made to make S2S available for students not receiving work study. <https://diversity.missouristate.edu/Scholar2Scholar.htm>

Diversity Talent Hub Job Fair--Held on October 18, 2018, at the Fairbanks. Job Fair provided opportunity for local employers to meet and interview diverse and traditional-aged targeted college underrepresented students for internship and co-operative job opportunities, and potential full-time careers. Employers and college and community college students attended.

Interfaith Diversity Taskforce—Task force selected temporary site for Interfaith center at Mary Jean Price Annex. Group will be working to equip and provide materials and equipment for space. Task force continues planning for temporary Interfaith Center. CDO is following up with IFYC interfaith leadership on collaboration at MSU for student, administrators and interfaith community advocates. IFYC representative presented at 2018 CDC. CDO met with Michelle Scott-Huffman Foster, Ekklesia Director, on May 24, 2018, regarding collaborative communities approach to promote interfaith understanding and cooperation.

Religious Diversity Climate Survey--The University and the DDI was awarded the 2018 Values, Interfaith Engagement, and Worldview Survey (VIEWS) scholarship in the amount of \$2000. At a minimum ,4,000 student participants were surveyed. Survey was completed April 2018. VIEWS data used to develop specific campus outcomes or goals regarding religious diversity on campus. MSU researchers reviewing national data as comparison to MSU data and then develop recommendations to address any potential disparities.

Brother 2 Brother (B2B)--B2B is local student mentoring program and affiliate of the Student African American Brotherhood (SAAB) <http://saabnational.org/> that has a MSU chapter and an OTC chapter. The CDO is advisor to MSU chapter and the members and mentors/advisors meet monthly. CFO is fiscal agent for National SAAB.

2018-2019 Action Plan--CDO developed Division for Diversity and Inclusion priorities for fall 2018-spring 2019 with assistance of Offices of the President and Provost, Administrative Council, Academic Leadership Council as well as deans of colleges and department heads.

Diversity MODES--[Springfield Area Higher Education Diversity Consortium] - monthly meetings chaired by AVDI. MODES charge is to facilitate retention of underrepresented group students on local college campuses.

Minorities in Business--MSU DDI co-sponsored MIB Community Networking Reception for new community members, residents who relocated to Springfield region, on 9/11/2018 at the e-Factory.

Springfield 2025: Higher Education Project: Pathway to Educational Success [Talent Hub]

Background: Lumina Foundation and Rockefeller Enterprises Philanthropy Advisors collaborating on development and funding of *Talent Hubs* for next phase of Project 2025 to increase post-secondary attainment of traditional-age targeted underrepresented students ages 18-

24 who are currently enrolled in post-secondary education with certifications, 2-year and 4-year degrees who will graduate within two years.

Future applications to be submitted for funding for collaborative approach to retention and graduation of targeted population that includes African-American, Latinx, Native American and low socio-economic students graduating within 2 years. Talent Hub is a partnership comprised of MSU, OTC, Prosper 2015, Community Partnership of the Ozarks, and Community Foundation of the Ozarks.

Assistant to the President/Chief Diversity Officer (CDO) Activity Report:

Missouri Diversity Officers in Higher Education (MODOHE)--CDO participating on Ad Hoc Committee meetings/discussions reorganizing state chapter of National Association of Diversity Officers in Higher Education (MODOHE).

CDO & AVPDI attended MODOHE Diversity & Inclusion Professional Development Day at UMSL on October 12, 2018.

VIEWS Survey--CDO collaborating with Interfaith Youth Core (IFC), Senior Director of Academic Initiatives Noah Silverman, and Howard Cavner, Campus Minister & Advocate for Students, along with Vice President for Student Affairs, Dr. Dee Siscoe, regarding religious climate survey process and future religious diversity initiatives on campus. Survey completed April 27, 2018.

CDO attended various events during following months:

August 2018

Attended Missouri Statewide Initiative meeting at MOHELA Offices in Columbia, Missouri, on 8/9/2018

Attended MSU Board of Governors Retreat in Jefferson City, Missouri, 8/9-10/2018

Attended Missouri Legislative Black Caucus Foundation Conference, at Lake of Ozarks, 8/10/2018

Attended New Faculty Orientation Session at Meyer Library and Reception at President Smart's home on 8/13/2018.

Attended Rev. Brown's 100th Birthday Commemoration meetings during 8/2018 at Drury University.

Featured speaker at MSU Football Team meeting at Temple Hall Auditorium on 8/14/2018.

Attended Public Entities Diversity Initiatives Outreach, Recruitment and Retention Subcommittee meeting on 8/15/2018.

Attended Student Diversity Training planning meeting on 8/21/2018 and 9/6/2018.

Attended Chamber of Commerce reception for Jason Gage, new Springfield City Manager, on 8/23/2018.

Attended Turning Point Church Picnic on 8/25/2018.

Attended Multicultural Student Networking Reception at MSU Welcome Center on 8/29/2018.

Attended Student Affairs All Staff Meeting on 8/29/2018 in PSU Ballroom.

Attended planning meeting with SPD Officer Keene regarding Police Department Diversity Panel and Cops on Campus event on 8/29/2018.

Participated in meeting with Jason Gage, Springfield City Manager, and community reps regarding diversity and inclusion issues in City of Springfield Municipal government on 8/29/2018 at City Hall.

Participated in Public Entities Diversity Initiatives Meeting at City Utilities Training Center on 8/30/2018.

Attended OIEC Assistant Director candidate's presentation at PSU on 8/31/2018.

September 2018

Met with G. Stafford, member of Springfield Area Human Resources Association (SAHRA) Diversity and Inclusion Committee, on 9/4/2018 regarding diversity training for Springfield area workforce.

Attended Springfield Area Chamber of Commerce "Good Morning Springfield" event on 9/6/2018.

Attended Executive Enrollment Management Committee meeting on 9/7/2018.

Attended and DDI co-sponsored MIB Networking Reception at e-Factory on 9/11/2018.

CDO attended Equal Justice Initiative meeting at City Hall with City Manager and community representatives on 9/12/2018.

CDO attended VIEWS religious diversity survey meeting on 9/12/2018.

CDO attended planning meeting for GEP Diversity Training on 9/12/2018.

CDO met with faculty member Kyler Sherman-Williams regarding D & I university initiatives on 9/13/2018.

CDO luncheon meeting with City Utilities Legal Counsel Moss regarding Presidents' Diversity Council on 9/14/2018.

CDO participated as Homecoming Royalty Judge on 9/17/2018.

CDO attended luncheon meeting with Bass Pro CDO S. Dooley regarding sponsorship of 9/19/2018 Collaborative Diversity Conference and D & I training initiatives.

CDO attended meeting regarding student transition and mentor concepts on 9/19/2018.

CDO meeting with faculty member Luis Lombilla on 9/20 regarding “Day of the Dead” commemoration program support.

CDO attended and chaired MIB Board of Directors meeting on 9/20/2018.

CDO attended Public Affairs Conference sessions 9/24-27/2018.

CDO hosted Assistant Track Coach C. Jeter and her mother at dinner meeting on 9/24/2018.

CDO met with Chamber of Commerce President/CEO M. Morrow regarding support for 2019 Collaborative Diversity Conference Plenary speaker and reception on 9/25/2018.

CDO met with Blake Hamilton, International Institute St. Louis VP of Programs, on 9/25/2018 regarding MSU programming support for international refugees in Springfield region.

CDO met with Springfield Public Schools Human Resources Officer, P. Rector on 9/25/2018 regarding collaboration on D & I issues including outreach, recruitment and retention.

CDO attended Springfield 2018 Higher Education Project meeting on 9/28/2018.

CDO spoke to staff ambassadors at USA Presidents’ Day on 9/28/2018.

CDO attended St. Louis American Salute to Excellence in Education Gala at America’s Center with President Smart and BOG members Counts and Gore on 9/29/2018. Donald M. Suggs Inclusive Excellence Scholarship presented to A.J. Boyd, MSU freshman.

October 2018

CDO and President Smart chaired President’s Community Diversity Council meeting in PSU on 10/1/2018.

Attended MSU Way/United Way Leadership Breakfast on 10/2/2018.

Met with staff member Tamarah Dixon regarding forming Multicultural Staff employee resource group on 10/2/2018.

Assistant Vice President for Diversity & Inclusion Activity Report [Juan Meraz]:

August 2	Diversity Supervisor Training HR (30)
August 3	Conference Call – MBAA International
August 3	Meeting with School of Anesthesia – Diversity Training
August 3	Meeting with Student – Juan Enriquez
August 3	Conference Call – Waynesville School District, Diversity Training
August 7	Conference Call – Diversity Training, PSU Staff

August 7 Conference Call – MBAA Executive Board

August 7 Conference Call – TUI Research, Diversity & Inclusion

August 13 New Faculty Orientation – D & I, Meyer 101

August 15 Implicit Bias Webinar – Carrington 302

August 15 Public Entities Sub Committee – Performance Measures Team

August 16 Conference Call – DELA (Diversity Executive Leadership Academy)

August 16 MIB Executive Board Meeting

August 17 Cultural Consciousness Training HR (15)

August 17 Cultural Consciousness Training HR – Age Diversity (15)

August 21 Cultural Consciousness Presentation for Central Bank - Chamber

August 21 Meeting with Gerardo Martinez, De Colores - Missouri

August 27 Meeting with Alexia Harmon

August 30 Public Entities Diversity Committee Meeting

August 31 Diversity Training with PSU Staff (35)

September 2018

September 4 Diversity Training – University Hearing Panel (15)

September 5 Diversity Training – University Hearing Panel (15)

September 5 Staff Meeting

September 6 Diversity Training – University Hearing Panel (20)

September 7 Conference Call – Waynesville School District, Diversity Training

September 7 Conference Call – MBAA Executive Board

September 10 Conference Call – TUI Research, Diversity & Inclusion

September 10 Meeting with Student – Alexia Harmon

September 14 Diversity Training HR – Supervisors (25)

September 18 Assessment Council

September 20 Conference Call – DELA (Diversity Executive Leadership Academy)

September 20 Public Affairs Hall of Fame Committee Meeting

September 20 MODES Meeting

September 20 MIB Executive Board Meeting

September 21 Cultural Consciousness Training HR (15)

September 21 Cultural Consciousness Training HR – Workforce Diversity (15)

September 24	Meeting with Alexia Harmon
September 27	Bias Response Committee Meeting
October 2018	
October 1	President's Diversity Council
October 2	Diversity Training – Nurse Anesthesia Doctoral Candidates (30)
October 3	Diversity Development Discussion – Waynesville R – VI School District
October 4	Diversity Training – Facing Racism Institute
October 5	Diversity Training – Facing Racism Institute
October 7-9	Hispanic Association of Colleges and Universities Conference – Atlanta, Georgia
October 11	Diversity Training with HR – Supervisors (25)
October 11	Meeting Carrie Richardson – Diversity Training for Leadership Springfield
October 12	Missouri Diversity Officers in Higher Education – UMSL (50)
October 16	Assessment Council

DDI Faculty Diversity Training Coordinator Activity Report--[Professor Lyle Q. Foster]

Work with Dr. Gleason to develop two faculty-training sessions on Diversity for October and November.

Facing Racism Institute, October 4 and 5.

Tough Talks First Round...planning underway for second round.

Submitted workshop proposal for AACU national diversity conference.

Developing three proposals for CFO grant initiative

Writing curriculum module for student leader diversity training

Attended President's Diversity Council

Attended Complete College America workshop

Attended Cops in the Community workshop

Continuing to work on Springfield-Greene County AA Heritage Trail

Attended Springfield Jazz Festival

Attended meeting of Equal Justice Initiative

Developing two certificate programs... one in Diversity Studies and the other in Social Justice

DDI Diversity Fellow Activity Report--[Dr. Adena Young-Jones]

Fall 2018

Coordinated the following events:

Mini-Diversity Workshop 1a: 17 attendees

Mini-Diversity Workshop 1b: 9 attendees

Book Talk 1: 5 attendees

Book Talk 2: 6 attendees

Scholar 2 Scholar Orientation Session 1: 4 attendees

Scholar 2 Scholar Orientation Session 2: 6 attendees

Scholar 2 Scholar Informational Session 1: 3 attendees

Scholar 2 Scholar Informational Session 2: 3 attendees

Scholar 2 Scholar Informational Session 3: 7 attendees

Lunch and Learn 1: 15 attendees

Extra Activities:

Reviewed 'Diversity Scholar' applicants and accepted 20 of 22; FCTL awarded those 20 individuals with \$250 stipends to attend the Mini-Diversity Workshop sessions

Attended planning meetings for Collaborative Diversity Conference

Participated in the debriefing meeting regarding the campus-wide VIEWS (Values, Interfaith Engagement, and Worldview) survey

Attended Second Year Experience Planning Committee meeting

Attended the Welcome Back Social hosted by Multicultural Services

Emailed Scholar 2 Scholar information to Priscilla Childress for distribution to MSU families on social media, Bart Tibbs for transfer student email recruitment, and Kathy Nordyke for service-learning students

Coordinated with previous, incoming, and interested Scholar 2 Scholar students; invited 11 Scholar 2 Scholar students and 11 mentors to the conclusion session at the end of this semester

Updated Scholar 2 Scholar materials

Worked with Mike Fischer on flyers for the diversity workshops, book talks, and Shattering the Silences events; also worked with Ashley Raines on the Scholar 2 Scholar flyers for both faculty and students along with the Diversity Scholar flyer

Notified FCTL office regarding the need to create a website for the Diversity Scholar information

Hosted a table at the Showcase for Teaching and Learning

Invited people to book talk events via Microsoft calendar

Created a diversity section for GEP instructors connected to the common reader: *Lab Girl*

Coordinated guest speakers for lunch and learn events

Submitted: October 3, 2018

XI.A.

STUDENT BODY PRESIDENT REPORT

Mr. Isaiah Villarreal, President of the Student Body, will make a report to the Board of Governors.

XI.B.

Student Affairs Report Missouri State University Board of Governors October 19, 2018

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 June Board meeting include:

Enrollment Management & Services:

- The official headcount recorded on census day this semester is 24,390 students, an increase of 40 (0.2%). The increase in dual enrollment students and graduate students led to this new enrollment record, our seventh straight enrollment increase and 20th increase in the last 22 years.
- Selected observations from the student enrollment report include:
 - First-time precollege students: 2,289, up 111 (5.1%).
 - First-time new in college (formerly referred to as first-time freshmen): 3,010, down 173 (5.4%). (Last year was our largest enrollment in this category since we began raising our admission standards in 1995.)
 - New transfers: 1,543, down 121 (7.3%).
 - Total degree-seeking undergraduates (new and returning): 17,252, down 407 (2.3%).
 - First-time degree-seeking graduate students: 753, down 29 (3.7%).
 - Total graduate students (new and returning/degree and non-degree seeking): 3,709, up 204 (5.8%). This is our largest graduate enrollment total ever, topping last year's record of 3,505.
 - Students from underrepresented groups: 3,084, down 75 (2.4%).
 - International students (non-resident alien category under ethnicity)*: 1,251, down 51 (3.9%).

Health and Wellness Center:

- As of late September, there were 4 documented cases of flu in Greene County. No flu cases have been diagnosed yet at Magers. Thus far, ~ 1,400 flu vaccinations have been administered at Magers Health and Wellness Center.

Campus Recreation:

- Campus Recreation implemented a new Campus Recreation Mobile App which allows students to gain information about intramurals, club sports, outdoor adventures, aquatics and fitness on their phones.
- The department restructured the Intramural Programs making it easier for students to participate.
- Updated 40% of the cardio floor with new equipment.

Multicultural Services

- Multicultural Services held a Networking Reception in the Welcome Center which was attended by over 200 faculty, staff, and students.
- TRIO was awarded an increase in budgetary federal funds to serve additional students in both Upward Bound and Student Support Services.

Bookstore:

- Bookstore received and processed 7,049 online orders for textbooks and supplies during the fall rush period.

Residence Life, Housing and Dining:

- Residence Life, Housing and Dining Services, is proud to report that within the Living and Learning Communities program, 85.9% retention was achieved overall and in the Transfer LLC, ‘Transitions’, the retention rate was 93%, as well as providing quality experiences and programs for the entire residential population and maintaining upgraded facilities to increase resident satisfaction.
- Occupancy for the fall 2018 semester is at 91.5%.

Dean of Students:

- New Student and Family Programs concluded a successful Family Weekend event on September 28-30. Nearly 2,000 families purchased tickets to attend, and we facilitated the sale of over 5,700 Football tickets for Saturday's win over Illinois State.
- Leadership Programs had a record 35 applications submitted for the Emerging Leaders program.
- The Student Organization Registration process has concluded. MSU currently has 299 registered student organizations, including 11 new student organizations. The Office of Student Engagement anticipates the total number of student organizations to increase, after more organizations complete the requirements for registration, over the next two weeks.
- The Plaster Student Union has partnered with the Student Government Association (SGA) to fund the replacement of the lounge furniture throughout the facility. This project, initiated by a student and supported via SGA Senate vote using the Student Initiative Fund, will increase the seating throughout the PSU approximately 60%. The new furniture is anticipated to be installed in January 2019.
- The MSU Counseling Center provided counseling services to a total of 137 students during summer 2018, and provided a total of 293 individual counseling sessions. This set another record for summer counseling services provided at the center.
- The Counseling Center hosted “Fresh Check Day” for the second year in a row to MSU students on Thursday, September 13. Fresh Check Day brings together many offices on campus to help destigmatize and promote awareness of mental health. It also provides important education on suicide prevention.
- The Counseling Center Staff provided 134 outreach opportunities to students over the 2017-18 academic year, reaching over 3,000 MSU students. A variety of topics included: Counseling Center Services, Stress Management, Collegiate Recovery, Resiliency, Eating Disorders and Suicide Prevention.
- The Director of the Disability Resource Center (DRC), Justin Lozano, has become President of MO AHEAD (Missouri Association of Higher Education and Disability). MO AHEAD is a state-wide professional organization serving disability service professionals.

Respectfully submitted by,

Dr. Dee Siscoe, Vice President for Student Affairs

XII.A.

Marketing and Communications Report Missouri State University Board of Governors October 19, 2018

MarCom updates since the June 22, 2018 meeting

Welcome Weekend

All areas contributed to the success of this 4-day event when we welcome new and returning students to campus. We provide extensive coverage via social media and work closely with the New Student Convocation committee in the selection of the featured speaker (Dr. Cameron LaBarr) and the creation of videos introducing Clif and Dr. LaBarr.

Presidential Visit to Campus

This was an all-hands-on-deck event that required full-time coverage by the University Communications team with support from Web Strategy and Development, Editorial and Design Services and Visual Media. Working closely with David Hall, university emergency manager, and others across the university, the team was prepared with critical communication pieces and responses that were drafted in advance to ensure timely communication and responses to inquiries. We also focused on social media to ensure all questions and concerns were addressed in a timely manner.

Mind's Eye

This publication, which celebrates faculty research, was published in early October. While the print piece is the focal point, this is a multi-media presentation that also includes year-round rollout and features on the website along with award winning high-production value videos.

Web Strategy and Development

The team continues to update academic and administrative websites. Most recently, Kinesiology and Pharmacy were completed along with support of the new legislative networking site. Additionally, they completed work on less public but essential projects that support our mobile apps, accessibility and web design.

University Communications

The team has been busy drafting media releases for the many noteworthy events that have been taking place on campus, promoting the university via social media, as well as responding to student questions via Twitter. They continue to actively promote professors and their associated research with national media – not only to identify them as expert resources, but also to promote their articles for use across the U.S.

Visual Media

The team recently completed the “What’s New” video highlighting accomplishments across the university from the prior year. A new Welcome Center video that is used during the presentation to prospective students was also rolled out. They have also been very busy supporting athletics via the photographic and video coverage of the many fall sports.

Editorial and Design Services

The team is very busy partnering with Admissions on variable data pieces, CRM related pieces and much more as recruiting moves into full swing. The fall issue of Missouri State magazine featuring our new basketball coach dropped in late September. They are also focused on institutional pieces such as About Missouri State and The Legislative Guide.

XIII.A.

STAFF SENATE REPORT

Mr. Jon Lee, Chair of the Staff Senate, will make a report to the Board of Governors.

XIV.A.1.

Recommended Action -- Approval of a Real Estate Purchase and Sale Agreement for certain buildings in the area commonly known as Brick City, located in Springfield, Missouri.

Whereas, the University has been in a long term lease agreement for the use of certain buildings in the Brick City redevelopment area, which includes an option to purchase; and

Whereas, the University currently uses these Brick City Buildings for the University's Department of Art and Design, the University's art gallery, and the collaborative pharmacy program with UMKC School of Pharmacy; and

Whereas, the University has negotiated a Real Estate Purchase and Sale Agreement with Brick City, LP and Brick City Two, LP for the purchase of the Brick City buildings (as described herein) for an anticipated purchase price of Seventeen Million Seven Hundred Thousand Dollars (\$17,700,000.00). This Agreement has been reviewed and approved by University outside counsel and General Counsel; and

Whereas, based on the anticipated purchase price, the University's annual bond payment obligations will be less than the University's current costs associated with its use of the Brick City Buildings, such that it is the University's determination that the purchase will cash flow; and

Whereas, simultaneous to this Agreement, the Missouri State University Development Corporation will be executing a Real Estate Purchase and Sale Agreement for the parking lot for the Brick City redevelopment area. Prior to the closing of these transactions, the University and Development Corporation will execute a long term lease agreement for the University's use of the parking lot for the Brick City redevelopment area.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the University enter into a Real Estate Purchase and Sale Agreement (PSA) with Brick City, LP and Brick City Two, LP (Sellers) for the purchase of Real Property, Improvements, Personal Property, and Intangibles ("Property") connected with the buildings commonly known as Building 1, which is located at 327 W. Mill Street, Building 3, which is located at 305 W. Mill Street, Building 4, which is located at 215 W. Mill Street, and Building 5, which is located at 420 N. Campbell Avenue ("Brick City Buildings") for an amount of Seventeen Million Seven Hundred Thousand Dollars (\$17,700,000.00), further described below:

All of Lots Twenty-One (21), and Twenty-two (22), in Warren H. Graves, addition to the City of Springfield, Greene County, Missouri according to the recorded plat thereof.

All of Lot One (1), Final Plat Brick City, a subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.

All of Lots Three (3), and Four (4), FINAL PLAT BRICK CITY, a subdivision in the City of SPRINGFIELD, GREENE County, Missouri, according to the recorded plat thereof.

BE IT FURTHER RESOLVED that it is the determination of the Board of Governors that such purchase is necessary for a purpose which the Board finds to be a public purpose and use, and specifically to further the educational and public purposes for which the University is organized and established, by providing real estate for current and future University academic and administrative space needs; and

BE IT FURTHER RESOLVED that the administration of the University, including the Vice President for Administrative Services, be authorized to prepare and execute the PSA and any related documents, and perform other acts as may be necessary to implement this resolution including, but not limited to, a long term lease agreement for the University's use of the parking lot for the Brick City redevelopment area.

VOTE: AYE _____

 NAY _____

COMMENTS:

The University has occupied a portion of the Brick City Buildings since 2009, under a lease agreement with Brick City LP which includes an option to purchase the Brick City Buildings. Currently, the Brick City Buildings are being utilized by the University's Department of Art and Design which includes art history, ceramics, digital arts, graphic design, metals and jewelry, photography, printmaking, sculpture, drawing, painting, and art education. The Brick City Buildings also house the University's art gallery as well as the cooperative pharmacy program with UMKC School of Pharmacy. Additionally, Marlin, a nationally-known advertising agency, occupies a portion of Building 3, a lease of this space is included in the PSA.

Pursuant to the PSA the closing is scheduled for January 23, 2019. In April of 2018, the Brick City Buildings appraised at a value of eighteen million fifty thousand dollars (\$18,050,000.00) (appraisal completed by CBRE). The PSA purchase price of \$17,700,000.00 factors in a reduction to that appraised value of Three Hundred Fifty Thousand Dollars (\$350,000.00), a reduction based on the Seller delayed closing of the transaction, but does not include an additional reduction based on a credit for the University's lease payments. Based on a financial analysis of potential financed bond rates, the University's annual bond payment obligations will be less than the University's current costs associated with its use of the Brick City Buildings, such that this purchase will cash flow.

Simultaneous to this Agreement, the Missouri State Development Corporation will be executing a Real Estate Purchase and Sale Agreement for the parking lot for the Brick City redevelopment area. Prior to the closing of these transactions, the University and Development Corporation will execute a long term lease agreement for the University's use of the parking lot for the Brick City redevelopment area.

The PSA also includes a two (2) year option to purchase Building 6 in the Brick City redevelopment area for a mutually agreed Purchase Price. At the expiration of the two (2) year option period, the University will have a five (5) year right of first refusal to purchase the Building 6 property.

The legal description provided above is subject to the performance of a survey to the Brick City Buildings following execution of the PSA. This Real Estate Purchase and Sale Agreement has been reviewed and approved by both the University's outside counsel and General Counsel.

It is recommended that the attached contract be approved.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made effective as of the last date of execution hereof (the "**Effective Date**"), and is entered into by and between **BRICK CITY, LP**, a Missouri limited partnership, and **BRICK CITY TWO, LP**, a Missouri limited partnership (collectively the "**Seller**"), and **THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY**, 901 S. National Ave., Springfield, MO 65897, a Missouri public institution of higher education ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the land and improvements, located in Springfield, Missouri, the buildings commonly known as Building 1, which is located at 327 W. Mill Street, Building 3, which is located at 305 W. Mill Street and Building 4, which is located at 215 W. Mill, Building 5, which is located at 420 N. Campbell, all in the Brick City redevelopment area in Springfield, Missouri, as further described herein.

WHEREAS, Seller and the Missouri State University Development Corporation are parties to the Real Estate Purchase and Sale Agreement regarding the parking lot area for the Brick City redevelopment area (the "**Parking Lot Agreement**").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions.** When used in this Agreement and the Exhibits attached hereto, the following terms shall have the following meanings unless otherwise specifically defined. The singular shall include the plural and the masculine gender shall include the feminine and the neuter unless otherwise required by the context.

"**Cash Equivalent**" shall mean a wire transfer of funds or other good and immediately available funds.

"**Closing**" shall have the meaning set forth in Paragraph 17 of this Agreement.

"**Closing Date**" shall mean the date of the Closing as set forth in Paragraph 17.

"**Contingency Expiration Date**" shall mean January 7, 2019.

"**County**" shall mean Greene County, Missouri.

"**Environmental Audit**" refers to a Phase I Environmental Site Assessment conducted in accordance with ASTM E1527-13 Standard Practice for Environmental Assessments.

"**Escrow Agent**" shall mean the Title Company.

WA109882189.2

“General Assignment” shall mean a General Assignment and Bill of Sale in the form of Exhibit “D” attached hereto.

“Improvements” shall mean all buildings, structures and improvements located upon the Real Property.

“Intangibles” shall mean, to the extent assignable by and in the possession of Seller: (i) any and all permits, licenses, certificates of occupancy and the like relating to the Property; (ii) any and all warranties relating to the Property; (iii) any and all third party site plans, surveys, environment, soil and substrata studies or assessments, plans and specifications, engineering plans and drawings, landscaping plans or other plans, diagrams or studies of any kind relating to the Property; (iv) the name “Brick City”; (v) the telephone numbers, fax numbers and email addresses for the Property; and (vi) any and all goodwill or other intangible property directly relating to the Property.

“Investor Member” shall mean The Sherwin Williams Company, an Ohio corporation.

“Lease Assignment” shall mean an Assignment and Assumption of Lease in the form of Exhibit “C” attached hereto.

“Master Lease” shall mean that certain Master Lease between Brick City Two, LP and Brick City Tenant Two, LLC dated March 30, 2012, as amended.

“Master Tenant” shall mean Brick City Tenant Two, LLC, a Missouri limited liability company.

“Master Tenant Operating Agreement” shall mean that certain Amended and Restated Operating Agreement of the Master Tenant dated March 30, 2012, as amended, among the Investor Member, Brick City Two Manager, LLC, and Matthew E. Miller, J. Matthew Miller, and Jeffrey V. Schrag.

“Permitted Exceptions” shall mean all items and matters identified as a “Permitted Exception” in Paragraph 8(a) of this Agreement.

“Personal Property” shall mean the mechanical systems, fixtures, furniture, appliances, tools, supplies, inventories, furnishings, equipment and other items of tangible personal property placed or installed on or about the Real Property or the Improvements and which are owned by Seller and used as a part of or in connection with the Property, including, without limitation, all heating, ventilation and air conditioning compressors, engines, systems and equipment; any and all elevators, electrical fixtures, systems and equipment; all plumbing fixtures, systems and equipment; and all keys; provided however, Seller reserves the right to remove all tools owned by Seller or Seller’s principals and such other non-Property specific personal property items as the parties shall agree upon in advance of Closing.

“Property” shall mean Seller’s right, title and interest in the Real Property, the Improvements, the Personal Property, and, to the extent assignable, the Intangibles, and those Service Contracts being assigned to and assumed by Purchaser pursuant to this Agreement.

“Property Files” shall have the meaning set forth in Paragraph 8(b) of this Agreement.

“Property Management Agreement” shall mean that certain Property Management Agreement between Brick City Tenant Two, LLC and Recess Management, LLC dated March 30, 2012.

“Purchase Price” shall mean the value of the monetary consideration to be received by Seller, as specified in Paragraph 3 of this Agreement.

“Real Property” shall mean the land and all improvements upon the property described on Exhibit “A” attached hereto, to be further revised to reflect the legal description as determined by the Survey.

“Representatives” shall mean, with respect to any person or entity, the direct and indirect directors, principals, officers, partners, members, shareholders, agents, contractors, employees, lawyers, accountants, advisors, asset managers, consultants, and other representatives of such person or entity, and its prospective lenders and investors.

“Service Contracts” shall mean all prior, existing, or future service, equipment, supply, management, maintenance, utility, listing and other operating contracts relating to the Property.

“State” shall mean the State of Missouri.

“Survey” shall mean the new or updated survey, if any, of the Real Property and Improvements obtained by Purchaser.

“Tenant Deposits” shall mean the deposits, if any, made by Tenants (including any interest accrued and unpaid thereon for the benefit of Tenants) less the amount such deposits have been charged, offset or otherwise reduced by Seller as permitted under the Tenant Leases or under applicable law.

“Tenant Leases” shall mean the agreements affecting the Property pursuant to which Tenants are leasing, renting and/or occupying space within the Improvements.

“Tenant Notice Letter” shall mean a Tenant Notice Letter in a form created by Purchaser.

“Tenants” shall mean the tenants of the Real Property and Improvements as of the Closing excluding the Purchaser as a subtenant.

“Title Commitment” shall have the meaning set forth in Paragraph 8(a) of this Agreement.

“Title Company” shall mean Preferred Title of Missouri, Inc., 1625 E. Republic Rd., Springfield, MO 65804.

“Title Policy” shall have the meaning set forth in Paragraph 9(a)(ii) of this Agreement.

“Title Requirements” shall mean those requirements set forth in the Title Commitment which are to be performed or otherwise satisfied as a condition to the issuance of the Title Policy by the Title Company.

2. **Purchase and Sale.** Seller hereby agrees to assign, sell and convey the Property to Purchaser, and Purchaser hereby agrees to purchase, accept and acquire the Property from Seller, subject to the terms and provisions of this Agreement, the exhibits attached hereto, and all applicable zoning, condominium and any other land use regulations.

3. **Price.** The total Purchase Price to be paid by Purchaser to Seller for the Property shall be the sum of SEVENTEEN MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$17,700,000.00) (the **“Purchase Price”**) subject to adjustments, credits and prorations as set forth in this Agreement.

(a) **Purchase Price Adjustment.** On the Closing Date, the Purchase Price shall be adjusted (the **“Purchase Price Adjustment”**) as follows:

(i) Reserved.

(ii) reduced by the credit amount authorized under Paragraph 13(g) herein and evidenced by Exhibit G, calculated through the Closing Date.

4. **Payment of Purchase Price.** On or before the Closing Date, Purchaser shall deposit with Escrow Agent cash or Cash Equivalent equal to the sum of (i) the Purchase Price minus (ii) the amount of any prior deposit plus (iii) the amount of Purchaser’s share of expenses as set forth in Paragraph 12 of this Agreement, plus (or minus) (iv) the amount of adjustments, credits and prorations due from (or owed to) Purchaser in accordance with Paragraph 13 of this Agreement.

5. **Warranty Deed.** At the Closing, Seller shall convey the Real Property and Improvements to Purchaser by General Warranty Deed and the other documents to be delivered under this Agreement, free and clear of any liens or encumbrances other than Permitted Exceptions.

6. **Delivery of Agreement.** A fully executed copy of this Agreement shall be delivered to the Escrow Agent by Seller, and this Agreement shall, thereupon, constitute escrow instructions.

7. **Operation of Property Through Closing.** From the Effective Date until Closing (or earlier termination of this Agreement):

(a) Except as otherwise provided in this Paragraph 7, Seller shall manage and operate the Property in accordance with Seller’s current business practices.

(b) Without the prior written consent of Purchaser, Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein, except for such mortgages, pledges or hypothecations as shall be released at or prior to Closing. Notwithstanding the foregoing, Seller may deal

with Tenant Leases in a commercially reasonable manner, in accordance with Seller's current business practices.

(c) Except as otherwise provided herein, without the prior written consent of Purchaser, Seller shall not terminate, modify, extend, amend or renew any Service Contract or enter into any new Service Contract, except in each case as may be reasonably necessary to protect the health or safety of individuals or the preservation of the Property or otherwise in accordance with Seller's current business practices. All new Service Contracts must be terminable, at Purchaser's discretion, without penalty or cost of any kind, on not more than thirty (30) days' notice.

8. **Title; Survey and Environmental Audit; Property Files; Purchaser's Inspection Rights.**

(a) **Title.**

(i) **Commitment.** Within three (3) days after the Effective Date, Seller shall cause the Title Company, at Seller's expense, to issue and deliver to Purchaser a current ALTA commitment to insure the Real Property to be conveyed hereunder ("***Title Commitment***"). Title Company shall provide Purchaser with copies of all recorded documents shown as exceptions to title on the Title Commitment.

(ii) **Survey.** Seller shall, at Seller's sole cost and expense, as soon as possible and not later than thirty (30) days from the Effective Date, cause to be prepared and furnished to Purchaser and the Title Company a current ALTA survey (the "***Survey***") of the Real Property, prepared by a Registered Public Surveyor acceptable to Purchaser and the Title Company in their sole and absolute discretion. The Survey shall be satisfactory to the Title Company so as to permit the Title Company to delete the Survey and boundary exceptions in the owner's Title Policy, to be issued to Purchaser as required herein.

(iii) **Review of Title and Survey.** Purchaser shall have until twenty (20) days after receipt of the last of both the Title Commitment and Survey (the "***Review Period***"), in which to notify Seller of any objections Purchaser has to any matter shown or referred to in the Title Commitment or the Survey. Any title encumbrances or exceptions which are set forth in the Title Commitment or the Survey and to which Purchaser does not object within the Review Period (as to the Title Commitment and the Survey) shall be deemed to be permitted exceptions to the status of Seller's title (the "***Permitted Exceptions***"). With regard to items to which Purchaser does object within the Review Period, Seller shall have a period of ten (10) days from the date of Purchaser's notice in which to cure objections, at Seller's sole cost and expense. If Seller is unable or unwilling to cure such objections within such ten (10) day period, Purchaser may at Purchaser's option waive the objections not cured or terminate this Contract by notice to Seller. Notwithstanding anything to the contrary, all deeds of trust, mortgages, security interests and liens evidencing or securing monetary sums (each a "***Monetary Encumbrance***") shall for all purposes be deemed a title defect without the

requirement of Purchaser making written objection to Seller, which must be terminated and released of record at the applicable closing, and in no event shall any Monetary Encumbrance be a Permitted Exception.

(iv) **Environmental Audit.** Purchaser may, at its own expense and within thirty (30) days from the Effective Date, obtain an Environmental Audit of the Property addressed to and for the benefit of Purchaser and any lender of Purchaser and prepared by an experienced, knowledgeable environmental auditing firm. Both the Environmental Audit and the environmental auditing firm shall be in all respects, satisfactory to Purchaser, in its sole and absolute discretion.

Purchaser shall have twenty (20) days after Purchaser's receipt of the Environmental Audit to give notice to Seller of Purchaser's approval or disapproval of the Environmental Audit or any information or conclusions contained therein. If there is any defect or item contained in the report which is capable of correction, Seller shall correct such defect or item to Purchaser's satisfaction not less than ten (10) days prior to the Contingency Expiration Date. If Seller is unable to cure such defects or terms within such cure period and deliver a new "clean" Environmental Audit satisfactory to Purchaser, in Purchaser's sole discretion, reflecting the corrections and corrective actions taken, Purchaser may, at Purchaser's option, waive its objections not cured or terminate this Contract by notice to Seller.

(b) **Documents and Materials To Be Made Available to Purchaser.** Within five (5) business days after the Effective Date, Seller and/or Seller's agents will make available to Purchaser the items set forth on Exhibit "F", attached hereto (collectively, the "*Property Files*"), and any other documents related to the Property, within Seller's possession or control.

(c) **Purchaser's Inspection Rights.** From the Effective Date and until the Closing or earlier termination of this Agreement, Purchaser shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to Seller, subject in all cases to the provisions of this Paragraph 8(c) and the indemnification provisions described in Paragraph 8(d) of this Agreement. Seller shall be entitled to have a representative present at all times while Purchaser or its Representatives are physically on the Property. Purchaser and Purchaser's Representative shall have the right to contact and meet with existing management of the Property for any purpose related to Purchaser's potential purchase of the Property, and Seller agrees to cooperate with Purchaser in facilitating such communications or meetings, at no cost or expense to Seller. It is understood and agreed that Purchaser shall be responsible to perform such inspections and other examinations of the Property as Purchaser deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property). Seller expressly consents to Purchaser obtaining a Phase I Environmental Site Assessment with respect to the Property, and if reasonably advisable, further environmental investigation. Purchaser shall restore the Property to its original condition promptly after completing each such test, study, investigation, inspection and other examination.

Purchaser's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the General Warranty Deed at Closing.

(d) **Purchaser's Termination Right; Indemnity.** Purchaser, in Purchaser's sole discretion, may terminate this Agreement for any reason whatsoever by delivering written notice thereof to Seller and Escrow Agent on or before the Contingency Expiration Date, in which event the provisions of Paragraph 9(c) of this Agreement shall govern. On or before the Contingency Expiration Date, Seller shall terminate the Property Management Agreement, effective as of (or prior to) the Closing Date. On or before the Contingency Expiration Date, the parties may agree on other Service Contracts to be terminated by Seller, such termination to be effective on or before Closing. Seller shall terminate only those Service Contracts which the parties agree in writing shall be terminated and Purchaser shall assume, from and after the Closing Date, the obligations arising or accruing under all of the other Service Contracts.

9. **Conditions to the Closing.**

(a) **Conditions Precedent to Purchaser's Obligations.** The Closing and Purchaser's obligation to consummate the transactions contemplated by this Agreement and the exhibits attached hereto are subject to the satisfaction of the following conditions (which can be waived by Purchaser in writing):

(i) Seller shall have delivered the items described in Paragraph 10(a) of this Agreement, not later than the Contingency Expiration Date (unless otherwise provided).

(ii) Title Company's issuance or commitment to issue on or before the Closing Date, a standard form Owner's Policy of Title Insurance (the "***Title Policy***"), in the amount of the Purchase Price, less the Purchase Price Adjustments, insuring Purchaser as the fee simple owner of the Real Property to be conveyed hereunder, subject to the Permitted Exceptions.

(iii) Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing, and Seller shall have otherwise performed in all material respects its obligations under this Agreement which are required to be performed by Seller prior to the Closing Date.

(iv) Seller shall have delivered on or before the Contingency Expiration Period, effective as of Closing, termination of the Master Lease and all other Tenant Leases related to the Real Property, excepting the Marlin Network, Inc. lease subject to the Lease Assignment, termination of any sublease held by Missouri State University related to the Real Property, and the Assignment of the Marlin Network, Inc. lease to Missouri State University by the Lease Assignment.

(v) Seller shall have provided to Purchaser written documentation no later than thirty (30) days before the Contingency Expiration Date that the Investor Member has provided (a) its consent for the sale of the property contemplated by

this Agreement, in form and substance acceptable to Purchaser in its reasonable discretion and (b) the following documents, fully-executed and delivered to Escrow Agent no later than thirty (30) days prior to the Contingency Expiration Date, effective as of the Closing Date and to be held by Escrow Agent irrevocably until the Closing: (i) termination of the Master Lease as it relates to the Real Property (and conditioned only upon the Purchaser's failure to close the transaction contemplated herein); (ii) an assignment of its membership interest in the Master Tenant; and (iii) an amendment to the Master Tenant Operating Agreement reflecting its withdrawal therefrom. The documents referred to in the preceding sentence shall collectively be referred to as the "**Investor Member Documents**".

(vi) The satisfaction or waiver by Purchaser and Seller of all applicable contingencies to closing of the transaction described in the Parking Lot Agreement, including the provision of the contingency certification required by Seller in the Parking Lot Agreement.

(vii) All necessary approvals have been obtained and actions taken for the issuance of series 2019 bonds, including but not limited to any and all resolutions and approvals made by Purchaser, including by any board or committee of Purchaser, and by the Missouri Health and Educational Facilities Authority.

(viii) Seller shall have provided on or before the Contingency Expiration Date, a written certification, duly executed by Seller, stating that all contingencies for Closing, other than payment of the Purchase Price, have been satisfied or waived (the "**Contingency Certification**").

(ix) Seller shall have provided on or before the Contingency Expiration Date, effective as of Closing, termination of the Property Management Agreement.

(b) **Conditions Precedent to Seller's Obligations.** The Closing and Seller's obligation to consummate the transactions contemplated by this Agreement and the exhibits attached hereto are subject to the satisfaction of the following conditions (which can be waived by Seller) in writing:

(i) Purchaser's delivery to Escrow Agent on or before the Closing Date, for disbursement as provided herein, of the Purchase Price less the Purchase Price Adjustments (with credit for any prior deposit), plus Purchaser's share of costs (as set forth in Paragraph 12 of this Agreement), plus or minus prorations (as set forth in Paragraph 13 of this Agreement) and the other sums, documents and materials described in Paragraph 10(b) of this Agreement.

(ii) Purchaser's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Closing, and Purchaser shall have otherwise performed in all material respects its obligations under this Agreement which are required to be performed by it prior to the Closing Date.

(iii) Effective as of Closing, termination of the Master Lease and any lease agreement related to the Real Property, termination of any sublease held by Missouri State University related to the Real Property, and the Assignment of the Marlin Network, Inc. lease to Missouri State University.

(iv) Prior to the Contingency Expiration Date, the satisfaction or waiver by Seller and Purchaser, of all applicable contingencies to closing of the transaction described in the Parking Lot Agreement.

(c) **Failure of Conditions to Closing.** If any of the conditions set forth in Paragraphs 9(a) or 9(b) of this Agreement are not timely satisfied or waived, or if this Agreement is otherwise terminated in accordance with the terms of this Agreement with reference to the provisions of this Paragraph 9(c), then:

(i) This Agreement and the rights and obligations of Purchaser and Seller hereunder shall terminate, and this Agreement shall be of no further force or effect, except for those matters which, by the express terms of this Agreement, survive the termination of this Agreement; and

(ii) All documents deposited by Purchaser shall be promptly returned by or through Escrow Agent to Purchaser, and all documents deposited by Seller shall be promptly returned by or through Escrow Agent to Seller; and

(iii) Except in the event that either Purchaser or Seller is in default under this Agreement, all funds held by Escrow Agent for the benefit of Purchaser shall be promptly delivered by Escrow Agent to Purchaser, and all funds held by Escrow Agent for the benefit of Seller shall be promptly delivered by Escrow Agent to Seller, less, in each case, the amount of any fees and expenses required to be paid by such party under Paragraph 9(d) of this Agreement.

(d) **Fees and Expenses.** If this Agreement terminates because of the non-satisfaction of any condition to Closing, the fees and expenses of the Escrow Agent and/or the Title Company shall be divided evenly between the Purchaser and the Seller, except in the event that either Purchaser or Seller are in default under this Agreement, in which case the defaulting party shall pay the entire amount of such fees and expenses.

10. **Deliveries to Escrow Agent.**

(a) **Seller's Deliveries.** Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Agent, in the number of original counterparts requested by Escrow Agent, on or before the Contingency Expiration Date, except where otherwise noted, the following instruments and documents, the delivery of each of which shall be a condition to Closing:

(i) **General Warranty Deed.** The General Warranty Deed, duly executed and acknowledged by Seller, to be effective as of the Closing Date.

(ii) **General Assignment.** The General Assignment, duly executed by Seller, to be effective as of the Closing Date.

(iii) **Lease Assignment.** The Lease Assignment duly executed by Seller, to be effective as of the Closing Date.

(iv) **Proof of Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and the documents to be executed and delivered in connection herewith, and the transactions contemplated hereby and thereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Company.

(v) **Seller's Settlement Statement.** A statement setting forth the Purchase Price, less the Purchase Price Adjustment and all prorations, adjustments, debits and credits pursuant to the terms of this Agreement, duly executed by Seller.

(vi) **Seller Affidavit.** An owner/seller affidavit, duly executed and acknowledged by Seller.

(vii) **Contingency Certification.** The Contingency Certification, duly executed by Seller.

(viii) **Tenant Estoppel.** Tenant estoppel certificates, in a form acceptable to Purchaser, in Purchaser's sole discretion, with respect to each Tenant Lease, provided no later than ten (10) days prior to the Contingency Expiration Date.

(ix) **Title Requirements.** Any items necessary to satisfy the Title Requirements of Title Company.

(x) **Investor Member Documents.** Fully-executed copies of the Investor Member Documents, to be provided no later than thirty (30) days prior to the Contingency Expiration Date.

(b) **Purchaser's Deliveries.** Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Agent, in the number of original counterparts requested by Escrow Agent, on or before the Closing Date, the following instruments, documents and funds, the delivery of each of which shall be condition to Closing:

(i) **Purchase Price.** The entire Purchase Price in accordance with the provisions of Paragraph 4 of this Agreement, less the Purchase Price Adjustment.

(ii) **Costs; Prorations; Cash Balance.** Purchaser's share of costs and expenses as adjusted by the net adjustments, credits, prorations and other amounts due hereunder.

(iii) **Lease Assignment.** The Lease Assignment duly executed by Purchaser.

(iv) **General Assignment.** The General Assignment duly executed by Purchaser.

(v) **Tenant Notice Letter.** A sample Tenant Notice Letter duly executed by Purchaser or Purchaser's management company, which can be delivered to Tenant by Purchaser.

(vi) **Proof of Authority.** Such proof of Purchaser's authority and authorization to enter into this Agreement and the documents to be executed and delivered in connection herewith, and the transactions contemplated hereby and thereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Purchaser to act for and bind such entity as may be reasonably required by Title Company.

(vii) **Purchaser's Settlement Statement.** A statement setting forth the Purchase Price and all prorations, adjustments, debits and credits pursuant to the terms of this Agreement, duly executed by Purchaser.

(c) **Other Required Documents.** In addition, Purchaser and Seller agree to execute such other instruments and documents as may be reasonably required in order to consummate the transactions contemplated in this Agreement and the exhibits attached hereto; provided, however, that such other instruments and documents are consistent with the terms hereof and thereof and are customarily executed and/or delivered in similar transactions. The obligations set forth in this Paragraph 10(c) of this Agreement shall survive Closing and the delivery of the Warranty Deed at Closing.

11. **Title Insurance.** At the Closing, the Escrow Agent shall direct the Title Company to issue the Title Policy to Purchaser in the amount of the Purchase Price, less the Purchase Price Adjustment. Purchaser shall be responsible for the payment of the Title Policy, including any and all endorsements as Purchaser may require.

12. **Costs.** Seller shall pay the Survey fee, ½ of the escrow fee charged by the title company, its share of prorations as set forth herein, the charge for the title commitment, and its own attorney's fees. Purchaser shall pay its proportional share of the prorations as set forth herein, ½ of the escrow fee, premium of the owner's Policy of Title Insurance, the Environmental Audit, and its own attorney's and due diligence fees. Except as otherwise provided in this section, all other expenses hereunder shall be paid by the party during such expenses.

13. **Prorations.**

(a) **General.** Revenues, receivables, rents, and other income, if any, from the Property, and real estate and personal property taxes and the operating expenses described below affecting the Property shall be prorated as of 11:59 P.M. on the day preceding the Closing. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. Seller shall be entitled to all third party reimbursements and payments which relate to the period prior to the Closing. Purchaser

shall be entitled to all third party reimbursements and payments which relate to periods on or after the Closing.

(b) **Taxes and Assessments.** All non-delinquent real estate and personal property taxes and assessments on the Property shall be prorated based on the terms of a mutually agreed upon and executed Tax Proration Agreement between Purchaser and Seller executed on or before the Closing Date.

(c) **Operating Expenses.** All utility service charges for electricity, heat and air conditioning service, other utilities, taxes (other than real estate and personal property taxes) such as rental taxes, other expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business or the management and operation of the Property shall be prorated on an accrual basis as of the Closing Date. Seller shall pay all such expenses that accrue prior to the Closing and Purchaser shall pay all such expenses accruing on the Closing and thereafter. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing to aid in such prorations.

(d) **Service Contracts.** For all of the Service Contracts assumed by Purchaser, charges under such Service Contracts shall be prorated on the basis of the periods to which such Service Contracts relate.

(e) **Tenant Deposits and Prepaid Rents.** From and after Closing, Seller shall retain any and all bank accounts, certificates of deposit, or any other cash or Cash Equivalent representing Tenant Deposits and/or any prepaid rents and Purchaser shall be credited and Seller shall be debited against the Purchase Price with an amount equal to the amount of the Tenant Deposits and any prepaid rents.

(f) **Purchase Credits from Rental Amounts.** Seller shall credit Purchaser towards purchase price an amount equal to the total credit against purchase price evidenced by Exhibit G and reflective of Section 4(c) the Lease Agreement entered into between Purchaser and Brick City, LP related to Building #4 described above dated November 30, 2007 and any subsequent amendments thereto (the "***Building #4 Lease***"), as extended by Paragraph 24 of this Agreement.

(g) **Method of Proration.** All prorations shall be made in accordance with customary practice in the County, except as expressly provided herein. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), all such payments to be reflected in an adjustment to the Purchase Price. Any such prorations not determined or not agreed upon as of the Closing shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash, as soon as practicable following the Closing, but in no event shall Purchaser or Seller have any liability for any claim under this Paragraph 13 made more than twelve (12) months after the Closing. The terms set forth in this Paragraph 13 shall survive Closing and the delivery of the General Warranty Deed at Closing.

14. **Disbursements and Other Actions by Escrow Agent.** On the Closing Date, Escrow Agent shall promptly undertake all of the following in the manner indicated in this Paragraph 14:

(a) **Disbursements.** Disburse all funds deposited with Escrow Agent by Purchaser in payment of the Purchase Price (and in payment of any adjustments, credits and prorations to be charged to account of Purchaser as set forth in Paragraph 13 of this Agreement) as follows:

- (i) Disburse the Debt Payment to and in favor of Seller's lender to pay off the existing secured debt on the Property; and
- (ii) Disburse the Cash Balance to Seller; and
- (iii) Deduct all items chargeable to the account of Purchaser pursuant to Paragraph 12 of this Agreement and
- (iv) Deduct and disburse payment for obligations of Purchaser pursuant to Paragraph 8(a) of this Agreement; and
- (v) If, as the result of the adjustments, credits and prorations pursuant to Paragraph 13 of this Agreement, amounts are to be charged to account of Purchaser, deduct the total amount of such charges; and
- (vi) Disburse any remaining balance to Purchaser.

(b) **Recording.** Direct the Title Company to record the General Warranty Deed and any other documents required by the Title Company or which the parties hereto may mutually direct to be recorded in the official records of the County and obtain conformed copies thereof for distribution to Purchaser and Seller.

(c) **Title Policy.** Direct the Title Company to issue the Title Policy to Purchaser.

(d) **Delivery of Documents to Purchaser.** Deliver to Purchaser any documents (or copies thereof) deposited with the Escrow Agent by Seller pursuant hereto.

(e) **Delivery of Documents to Seller.** Deliver to Seller any documents (or copies thereof) deposited with the Escrow Agent by Purchaser pursuant hereto.

15. **Seller's Representations and Warranties.** Seller hereby represents and warrants as of the Effective Date and as of the Closing Date that:

(a) With respect to the Tenant Leases:

(1) Seller is the sole owner of the lessor's interest in all of the Tenant Leases and all of the Tenant Leases are in full force and effect without current default by either Seller or the respective Tenants.

(2) No Tenant Leases have been modified in a material way.

(3) All obligations of the lessor under the Tenant Leases with respect to the performance of work or the installation of equipment or materials required to have been performed at or prior to the Effective Date have been fully observed and performed, and there are no agreements with any Tenant for the performance of any work in the future by lessor other than ordinary repairs and maintenance.

(4) No Tenant is or shall become entitled to any concession, rebate, allowance or free rent for any period subsequent to the closing without the prior written consent of Purchaser.

(5) No Tenant has any purchase option or other interest (other than its leasehold tenancy for a specified term, as stated in its Tenant Lease) in the Property.

(6) Seller has not received any notices that there are pending claims asserted by any Tenant for offsets against rent or any other monetary claim made against Seller as lessor.

(7) Seller has delivered true and correct copies of each of the Tenant Leases to Purchaser, and there exist no agreements with any Tenant except as set forth in the Tenant Leases.

(8) Seller has no knowledge of adverse financial condition of any Tenant nor of any Tenant's intention to vacate or materially alter the present business usage of any space in the Property.

(9) Seller is not obligated under any of the Tenant Leases to pay any renewal or other lease commissions subsequent to the Effective Date.

(b) There is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has not received any written notice and has no knowledge that any such proceeding is contemplated.

(c) There are no contracts of employment, management, maintenance, service, supply or rental outstanding which affect any portion of the Property or its operation other than those which will be described on the list to be supplied by Seller. All of said contracts are in full force and effect to Seller's best knowledge and belief, and there are no defaults on the part of any party hereunder. At Purchaser's option with respect to any such contract, on or before the Contingency Expiration Date, Seller shall cancel the contract or cause it to be amended so that it may be unilaterally canceled by Purchaser after the Closing upon not more than thirty (30) days' notice and without penalty to Purchaser.

(d) There are no labor disputes, organizational campaigns or union contracts existing or under negotiation as of the Effective Date with respect to the Property or the

operation thereof; there are no employees presently engaged in the operation or maintenance of the Property for whom Purchaser will be responsible after Closing unless Purchaser hires them directly.

(e) Seller has no knowledge that the continued ownership, operation, use and occupancy of the Land or the Improvements thereon violate any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenant. To Seller's knowledge, there are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of the Property and no written notice of any such violation has been issued by any governmental authority.

(f) The Improvements located on the Property (including without limitation all mechanical, electric, water, air conditioning and heating systems and appliances included therein) (1) have been constructed in good and workmanlike manner, free from defects in workmanship and material, are in good working order and condition, and do not require any repair or replacement other than minor, routine maintenance and (2) have been constructed and are being occupied, maintained and operated in compliance with all applicable laws, regulations, insurance requirements, contracts, leases, permits, licenses, ordinances, restrictions, building set-back lines, zoning regulations, covenants, reservations and easements, and have been constructed in compliance with the plans and specifications delivered to Purchaser, and neither Seller nor its general partners nor any of their respective stockholders, directors, officers or employees has received any notice, written or verbal, claiming any violation of any of the same or requesting or requiring the performance of any repairs, alterations or other work in order to so comply; all required certificates of occupancy have been duly issued and remain outstanding and in effect with regard to the Property.

(g) No work has been performed or is in progress by Seller at and no materials have been furnished to the Property or any portion thereof; which might give rise to mechanic's materialman's or other liens against the Property or any portion thereof.

(h) To the best knowledge of Seller, its partners and their respective directors, officers and employees, the Property has never been the site of any activity which would violate any past or present law of any federal, state or local governmental body or agency, including all environmental laws. No part of the Property is presently being used, nor to the best knowledge of Seller, its partners and their respective directors, officers and employees, at any time in the past has the same been used, as a dump or other waste disposal site nor are any hazardous waste or deposits stored or buried thereon or therein.

(i) The Property does not contain (1) asbestos in any form; (2) urea formaldehyde foam insulation; (3) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (4) pesticides or herbicides; (5) any other chemical, material, or substance to which exposure is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is known to pose or is suspected of posing a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property.

(j) The Property is not now being used nor has ever been used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material substance, or waste.

(k) There is sufficient utility service available to the Property (including without limitation, gas, electricity, water, sewer capacity and telephone service) for the operations presently being conducted thereon.

(l) As of the Contingency Expiration Date, Seller will not be prohibited from consummating the transactions contemplated in this Contract, by any law, regulation, agreement, instrument, restriction, order or judgment.

(m) Seller is duly organized, validly existing and in good standing under the laws of the state of its origin. Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, and the individual of Seller who executes and delivers this Contract and all documents to Purchaser hereunder is and shall be duly authorized to do so.

(n) There are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller or the Tenants, and no party has been granted any license, lease, or other right relating to the use or possession of the Property except the Tenants.

(o) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

(p) There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof or the business operated thereon.

(q) The condition of the Property as of the Contingency Expiration Date and at Closing shall be such that all deferred repairs and maintenance disclosed by Purchaser's inspection shall be completed and all mechanical systems, appliances, plumbing, electrical systems and heating and air conditioning systems shall be in good working order.

(r) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("*FIRPTA*") and agrees to deliver an affidavit on or before the Contingency Expiration Date reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("*Tax Affidavit*").

(s) Seller has complied with all subdivision or lot split requirements necessary for Seller's conveyance of the Property to Purchaser.

(t) The Property is currently covered by fire and extended coverage insurance for the full replacement value of the Property.

(u) There are no actions, suits, claims, proceedings or causes of action which are pending or have been threatened or asserted against, or are affecting, Seller or the Property or any part thereof in any court or before any arbitrator, board or governmental or administrative agency or other person or entity which might have an adverse effect on the Property or any portion thereof or on Purchaser's ability to operate the Property for office and classroom space or any lawful use from and after the Effective Date.

(v) The Property has free, uninterrupted access to and from one or more publicly dedicated streets, highways or roads.

(w) All ad valorem taxes, occupancy taxes, sales taxes, use taxes, employment, withholding and unemployment taxes and all other taxes, excises and assessments, and all of the bills, costs, expenses and other liabilities whatsoever attributable to the Property or to its ownership, operation or maintenance (including without limitation, all obligations for salaries, wages, earned vacation pay, inventory and supplies, services, maintenance and repair, signed rental, telephone expenses related to the ownership, maintenance or operation of the Property) accrued or assessable to the Effective Date have been paid in full, or if not yet due and payable, then all unpaid amounts accrued or assessable shall be paid as of the date of the Closing hereunder; and, in the case of any such taxes, excises and other assessments, all returns for the periods through the Effective Date have been or will be filed before the same become delinquent; and Seller agrees to indemnify and hold Purchaser from and against each of the matters described in this subsection and all costs, expenses and liabilities incident thereto.

(x) All information given to Purchaser by or on behalf of Seller and pertaining to the Property or the operations thereon is true and correct in all respects, and fully and accurately depicts the matters set forth herein; further, neither Seller, nor partner of Seller nor any of their respective directors, officers or employees know of any facts, conditions or other information which have not been disclosed fully to Purchaser and which could reasonably be expected to have a material bearing or effect upon Purchaser's decision to enter into the contract and Purchaser's decision to consummate the transactions contemplated hereby.

All of Seller's warranties and representations shall survive any inspection or investigation made by or on behalf of Purchaser and shall not merge with delivery of the General Warranty Deed specified herein, but shall survive delivery of said General Warranty Deed.

16. **Purchaser's Representations and Warranties.** Purchaser hereby warrants and represents to Seller as of the date of this Agreement and as of the Closing Date as follows:

(a) Purchaser is a public university duly organized and validly existing under the laws of the State of Missouri. Purchaser is qualified to transact business in the State.

(b) Purchaser has all requisite corporate, company or partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The person signing this Agreement on behalf of Purchaser has the authority to do so. The execution and delivery of this Agreement by the person signing on behalf of Purchaser and the performance by Purchaser of its obligations hereunder has been duly and validly authorized by all necessary company action.

(c) Upon execution by all parties thereto, this Agreement and all other agreements, instruments and documents required to be executed or delivered by Purchaser pursuant hereto have been or (if and when executed) will be duly executed and delivered by Purchaser, and are or will be the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, subject only to the effect of bankruptcy, insolvency or similar laws.

(d) The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a material breach of any of the material terms or provisions of, or constitute a material default under, any material agreement or material document to which Purchaser is a party or by which it is bound.

17. **Closing.** The purchase and sale of the Property shall be consummated (the "**Closing**") on January 23, 2019. The Closing shall take place at the offices of the Escrow Agent, or via an escrow administered by the Escrow Agent pursuant to escrow instructions mutually agreed upon among the parties and consistent with the terms of this Agreement.

18. **Option to Purchase Building Six; Right of First Refusal.**

(a) **Option to Purchase.** The Seller offers to sell and convey to the Purchaser and grants to the Purchaser the exclusive and irrevocable option to purchase the Real Property upon which the Brick City Building Six is located (the "**Option**"), legally described as follows: ALL OF LOTS NINETEEN (19) AND TWENTY (20), IN WARREN H. GRAVES ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF, together with the improvements thereon in accordance with the provisions and conditions set forth herein (the "**Building Six Property**").

The Option must be exercised by the Purchaser within two (2) years of the Closing Date (the "**Option Period**") by giving the Seller at least ninety (90) days' written notice of intent to purchase. Thereupon, the following contract for the sale, purchase and conveyance of the Building Six Property shall be in full force and effect and the Seller and Purchaser shall perform the terms and conditions thereof:

(i) The Seller agrees to sell and the Purchaser agrees to purchase upon the following terms and conditions herein set out, the real estate described as the Building Six Property.

(ii) The Purchase Price shall be as agreed upon between Seller and Purchaser within thirty (30) days after the Purchaser's giving of notice of intent to

purchase. If the Seller and Purchaser are unable to agree upon a purchase price, this Option shall terminate, be void, and of no further force and effect.

(iii) Marketable title in fact shall be conveyed by General Warranty Deed free and clear of all encumbrances except as herein provided. Seller shall, within fifteen (15) days after receiving notice of Purchaser's intent to exercise the above option, deliver to the Purchaser a title insurance commitment from a company authorized to insure titles in the state of Missouri, showing merchantable title in Seller, free and clear of encumbrances except as provided herein. With regard to the review of the title commitment, survey, environmental audit, other inspections, and closing procedures of the Building Six Property, the terms of Paragraph 5 through 16 of this Agreement shall generally apply, with the exception of the changes to the Purchase Price and other provisions which may not be relevant to the purchase of the Building Six Property.

(iv) This transaction shall be closed within one hundred twenty (120) days after the Purchaser's giving of notice of and exercising the option above.

(b) **Right of First Refusal.** Purchaser shall have a right of first refusal to purchase the Building Six Property if Seller intends to sell the Building Six Property for five (5) years after the expiration of the Option Period. Upon the receipt by Seller of notice from an independent third party of a bona fide interest in the purchase of the Building Six Property, Seller shall notify Purchaser in writing of such bona fide interest, and the terms of the proposed sale ("***Third Party Notice***"). Purchaser shall respond to the Seller in writing within thirty (30) business days of the receipt of the Third Party Notice indicating Purchaser's intent or lack of intent to exercise the rights under this Section. Purchaser's failure to notify Seller within the 30 day period as set forth above will entitle Seller to proceed to sell the Building Six property to such third party without liability to Purchaser under this Section. If Purchaser exercises its right of first refusal as pursuant to this Section, Purchaser shall purchase the Building Six Property hereunder on the same terms as the proposal to the third party.

(c) Upon request of Purchaser, the parties shall record a brief memorandum in the real estate records of the County giving notice of the existence of the option to purchase and the right of first refusal described herein.

(d) The provisions of this Paragraph 18 shall survive Closing and the delivery of the General Warranty Deed at Closing.

19. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed or by facsimile transmission followed by delivery of a hard copy. Such notices or other communications shall be deemed received: (1) if personally delivered, when so personally delivered, (2) if sent by mail, two business days after deposited with the United States postal

service, (3) if sent by overnight courier service, the business day after deposited with such service or (4) if sent by facsimile, when transmitted (with proof of transmission).

To Seller: Brick City Two, LP and Brick City, LP
431 Jefferson Ave. #105
Springfield, Missouri 65806
Attention: Matthew E. Miller

With a copy to: Spencer Fane LLP
2144 E. Republic Road, Suite B300
Springfield, Missouri 65840
Attention: S. Shawn Whitney

To Purchaser: Missouri State University
Attention: Matthew D. Morris
Vice President for Administrative Services
901 South National Avenue
Springfield, Missouri 65897

With a copy to: Kutak Rock LLP
Attn: Mike Textor and Randell Wallace
300 S. John Q. Hammons Pkwy, Suite 800
Springfield, MO 65806

To Escrow Agent: Preferred Title of Missouri, Inc.
1265 E. Republic Rd.
Springfield, Missouri 65804
Attention: Joni Watkins

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 18.

20. **Default.** If either party defaults in its obligation to complete the transaction contained in this Agreement, the parties agree to the following remedies:

(a) **Breach by Seller.** IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTIONS HEREIN CONTEMPLATED DO NOT OCCUR AS HEREIN PROVIDED BY REASON OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY SELLER, WHICH BREACH IS NOT CURED WITHIN TWENTY (20) BUSINESS DAYS AFTER SELLER RECEIVES WRITTEN NOTICE THEREOF FROM PURCHASER, SUCH BREACH SHALL CONSTITUTE A

DEFAULT UNDER THIS AGREEMENT AND PURCHASER SHALL BE RELEASED FROM ITS OBLIGATION TO BUY THE PROPERTY TO SELLER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH PURCHASER MAY SUFFER AS A RESULT OF SUCH BREACH. THEREFORE PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT PURCHASER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), TEN PERCENT (10.00%) OF THE PURCHASE PRICE PLUS ATTORNEYS' FEES. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY SELLER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE LAW OF THE STATE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO THE LAW OF THE STATE. UPON DEFAULT BY SELLER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF PURCHASER TO COLLECT SUCH LIQUIDATED DAMAGES FROM SELLER AND ESCROW AGENT AND EXCEPT FOR THOSE MATTERS WHICH, BY THE EXPRESS TERMS OF THIS AGREEMENT, SURVIVE THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PURCHASER'S RIGHT TO OBTAIN LIQUIDATED DAMAGES SHALL IN NO EVENT LIMIT PURCHASER'S RIGHT TO ENFORCE AND COLLECT UPON ANY INDEMNIFICATION RIGHTS AFFORDED UNDER THIS AGREEMENT.

(b) **Breach by Purchaser.** IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTIONS HEREIN CONTEMPLATED DO NOT OCCUR AS HEREIN PROVIDED BY REASON OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY PURCHASER, WHICH BREACH IS NOT CURED WITHIN TWENTY (20) BUSINESS DAYS AFTER PURCHASER RECEIVES WRITTEN NOTICE THEREOF FROM SELLER, SUCH BREACH SHALL CONSTITUTE A DEFAULT UNDER THIS AGREEMENT AND SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT OF SUCH BREACH. THEREFORE PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), TEN PERCENT (10.00%) OF THE PURCHASE PRICE PLUS ATTORNEYS' FEES. SAID AMOUNT SHALL BE THE

FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY PURCHASER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE LAW OF THE STATE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE LAW OF THE STATE. UPON DEFAULT BY PURCHASER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND ESCROW AGENT AND EXCEPT FOR THOSE MATTERS WHICH, BY THE EXPRESS TERMS OF THIS AGREEMENT, SURVIVE THE TERMINATION OF THIS AGREEMENT.

21. **Damage, Destruction or Condemnation.** This paragraph shall not apply to any destruction of, or damage or loss to the Property or any portion thereof from that is caused by the Purchaser. If, between the date of this Agreement and the Closing, there occurs any destruction of or damage or loss to the Property or any portion thereof from any cause whatsoever that was not the result of Purchaser conduct, including, but not limited to, any flood, accident or other casualty which, according to Seller's good faith estimate (the "*Estimate*"), would cost, with respect to the Property, more than One Hundred Thousand Dollars (\$100,000) (the "*Threshold Amount*") to repair, or any condemnation proceedings are commenced or overtly threatened which would involve the taking of any portion of the Property valued at more than the Threshold Amount, then Purchaser shall have the right, exercisable by delivering written notice to Seller and Escrow Agent within ten (10) days after Purchaser's receipt of Seller's written Estimate of the amount of such cost or the scope of any taking, to either (a) terminate this Agreement, in which case the provisions of Paragraph 9(c) of this Agreement shall govern, or (b) accept the Property in its then condition and proceed with the Closing, in which case Purchaser shall receive a credit against the Purchase Price equal to the amount of the deductible under Seller's insurance policies (to the extent not satisfied by Seller prior to Closing), and Seller shall assign to Purchaser its rights to any insurance proceeds or condemnation award received (to the extent not already spent in connection therewith) or to be received as a result of such event. Purchaser's failure to deliver such notice within the time period specified shall be deemed to constitute Purchaser's election to terminate this Agreement. In the event the Estimate of the cost of repair or the amount of the taking, with respect to the Property, is less than or equal to the Threshold Amount, then Purchaser shall not have the option to terminate this Agreement, and the parties shall proceed to the Closing, in which case Purchaser shall, (i) in the event of a casualty to the Property, receive a credit against the Purchase Price equal to the amount of the deductible under Seller's insurance policies (to the extent not satisfied by Seller prior to Closing), and Seller shall assign to Purchaser its rights to any insurance proceeds received (to the extent not already spent in connection therewith) or to be received as a result of such event and (ii) in the event of a condemnation relating to the Property, Seller shall assign to Purchaser its rights to any condemnation award received (to the extent not already spent in connection therewith) or to be received as a result of such event.

22. **Brokerage.** Purchaser and Seller warrant that they are not represented by any brokerage agency or real estate agent related to the transaction contemplated in this Agreement.

Purchaser and Seller represent and warrant that there are no claims for any agent, broker, finder or leasing fees or commissions in connection with the execution of this Agreement. Seller and Purchaser shall defend, indemnify and hold each other harmless from any cost or liability for any compensation, commission or charges claimed by any other brokers, realtors, finders or agents claiming by, through or on behalf of the respective indemnitor. This covenant shall survive any termination of this Agreement and shall survive Closing and the delivery of the General Warranty Deed at Closing.

23. **Reserved.**

24. **Building #4 Lease.** Seller and Purchaser acknowledge that the term of the Building #4 Lease will expire prior to the Closing Date and agree that the Building #4 Lease shall be extended up to and through the Closing Date upon the same terms and conditions as set forth in the Building #4 Lease.

25. **Miscellaneous.**

(a) **Partial Invalidity.** If any term or provision of this Agreement or the exhibits attached hereto or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the exhibits attached hereto, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement and the exhibits attached hereto shall be valid and shall be enforced to the fullest extent permitted by law.

(b) **No Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) **Successors and Assigns.** This Agreement and the exhibits attached hereto shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(d) **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement among, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Neither this Agreement nor any of the other documents to be executed hereunder may be modified, changed, supplemented or terminated, nor may any obligations hereunder or thereunder be waived, except by written instrument signed by the party to be charged or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and their permitted successors and assigns.

(e) **Time of Essence.** The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and

provision of this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions of this Agreement by either party shall constitute a material breach of and a non-curable default under this Agreement by the party so failing to perform.

(f) **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement and the exhibits attached hereto, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement and the exhibits attached hereto shall not be construed as if they had been prepared by one of the parties, but rather as if all parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement.

(g) **Governing Law.** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State. Any dispute arising under this Agreement or the documents referred to herein will be adjudicated exclusively in the courts of the State with venue in the County.

(h) **Non-Binding.** No party shall have any legal rights or obligations with respect to any other party, and no party should or may take any action or fail to take any action in detrimental reliance, unless and until this Agreement is executed by all of the parties hereto.

(i) **Exhibits.** All exhibits referred to in this Agreement are attached hereto and are fully incorporated herein by this reference as though set forth at length herein.

(j) **Assignment.** This Agreement and the documents to be executed and delivered hereunder may be assigned by Seller to any affiliate of any general partner of Seller following the express written consent of Purchaser, which shall not be unreasonably withheld, delayed or conditioned. If approved, such assignee shall assume all of Seller's obligations under this Agreement, but Seller shall remain jointly and severally liable with its assignee for all obligations of Seller under this Agreement and under the documents to be executed and delivered hereunder. Purchaser shall have the express right to assign or transfer Purchaser's interest to any affiliate of Purchaser following the receipt of express written consent of Seller, which shall not be unreasonably withheld, delayed or conditioned but Purchaser shall remain jointly and severally liable with its assignee for all obligations of Purchaser under this Agreement and under the documents to be executed and delivered hereunder.

(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document. This Agreement may be executed by facsimile or electronic (scanned) signature.

(l) **Further Assurances.** To the extent consistent with the terms of this Agreement and customarily executed and/or delivered in similar transactions, Purchaser and Seller will make, execute, and deliver such documents and undertake such other and further acts as may be reasonably necessary to complete the transaction contemplated herein.

(m) **Third Party Beneficiary.** No term or provision of this Agreement or the documents to be executed and delivered hereunder is intended to be, nor will any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no other person, firm, corporation or entity will have any right or cause of action hereunder.

(n) **Reserved.**

(o) **Business Days.** If, under the terms of this Agreement, the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next succeeding business day.

(p) **Attorney Fees.** In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

(q) **Reserved.**

(r) **Confidentiality.** Purchaser shall treat this Agreement and the Property Files as confidential in all respects and shall not disclose the existence of this Agreement, the terms of this Agreement, the Property Files or the results of its due diligence under this Agreement without the advance written consent of Seller, except for (i) disclosure only to the extent reasonably necessary to Purchaser's Representatives in connection with the transactions contemplated hereby; (ii) disclosure required by Missouri law or by regulators, including in response to a subpoena, Sunshine Law request or similar process or as part of a filing required to be made under securities laws; (iii) disclosure in connection with litigation to enforce the terms of this Agreement; or (iv) disclosure by a party required to satisfy a condition precedent to Closing.

(s) **Reserved**

(t) **Survival.** The provisions of this Paragraph 25 shall survive any termination of this Agreement and shall survive Closing and the delivery of the General Warranty Deed at Closing.

(u) **Reserved.**

(v) **Reserved.**

(w) **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO. PURCHASER AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

(x) **Reserved.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller hereto has executed this Agreement as of the 5th
day of October, 2018.

SELLER:

BRICK CITY, LP, a Missouri limited partnership

By: **RECESS PARTNERS, LLC**, a Missouri limited liability
company, its General Partner

By: 

Name: Matthew E. Miller

Title: Member

Date: 10/3/18

BRICK CITY TWO, LP, a Missouri limited partnership

By: 

Name: Matthew E Miller

Title: General Partner

Date: 10/3/18

IN WITNESS WHEREOF, the Purchaser hereto has executed this Agreement as of the
____ day of _____, 2018.

PURCHASER:

**THE BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**, a
Missouri public institution of higher education

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF EXHIBITS

EXHIBIT A	Legal Description of Property
EXHIBIT B	Reserved
EXHIBIT C	Form of Assignment and Assumption of Leases
EXHIBIT D	Form of General Assignment and Bill of Sale
EXHIBIT E	Reserved
EXHIBIT F	List of Property Files
EXHIBIT G	Credits Against Purchase Price (related to Building #4)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lots Twenty-One (21), and Twenty-two (22), in Warren H. Graves, addition to the City of Springfield, Greene County, Missouri according to the recorded plat thereof.

All of Lot One (1), Final Plat Brick City, a subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.

All of Lots Three (3), and Four (4), FINAL PLAT BRICK CITY, a subdivision in the City of SPRINGFIELD, GREENE County, Missouri, according to the recorded plat thereof.

EXHIBIT "B"

[RESERVED]

EXHIBIT "C"
[FORM OF]
ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is dated effective as of October 5th, 2018, and is entered into by and between Brick City LP, a Missouri limited partnership, and Brick City Two, LP, a Missouri limited partnership ("Assignor") and The Board of Governors of Missouri State University, and/or its permitted assigns ("Assignee"), with respect to the following matters.

WITNESSETH:

Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement, dated as of October 5th, 2018 ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Assignor, as lessor, and Marlin Network, Inc. ("Tenant") have entered into the Tenant Lease covering certain premises located on the Property.

Under the Agreement, to the extent assignable, Assignor is obligated to assign to Assignee any and all of its right, title and interest in and to the Tenant Lease. Assignee shall also receive a credit in an amount equal to the amount of any prepaid rents, if any, to be taken against the Purchase Price as established in the Agreement. Tenant provided no deposit to Assignor.

Under the Agreement, Assignee is obligated to assume all of Seller's obligations with respect to any prepaid rents, if any.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Tenant Lease, as set forth on Exhibit "B" hereto and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under or in connection with the Tenant Lease and Tenant Deposit from and after the date of this Assignment.

Assignee hereby acknowledges receipt of funds equal to the amount of, and in payment of, if applicable, Tenant Deposit and/or any prepaid rents and hereby assumes all of the obligations in connection therewith.

In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions

on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State.

[Parties' Signatures On Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

Assignor:

BRICK CITY, LP, a Missouri limited partnership

By: **RECESS PARTNERS, LLC**, a Missouri limited liability company, its General Partner

By: _____


Name: Matthew E. Miller
Title:

BRICK CITY TWO, LP, a Missouri limited partnership

By: _____


Name:
Title: General Partner

Assignee:

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

By: _____

Name: _____
Title: _____

Attachments:

Exhibit "A" – Description of Leased Property

Exhibit "B" – Tenant Lease

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION OF LEASES
DESCRIPTION OF LEASED PROPERTY

The third floor of Building Number Three, of approximately 8,889 total square feet.

Street address: 305 W. Mill Street, Springfield, Missouri.

Leased Property being located within the property described in the following legal description:

All of Lots Three (3), and Four (4), FINAL PLAT BRICK CITY, a subdivision in the City of SPRINGFIELD, GREENE County, Missouri, according to the recorded plat thereof.

EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION OF LEASES
TENANT LEASE

1. Lease Agreement dated April 29, 2010 by and between Brick City Tenant, LLC and Marlin Network, Inc.
2. Addendum to Lease Agreement dated August 31, 2015 by and between Brick City Tenant, LLC and Marlin Network, Inc.
3. Addendum to Lease Agreement dated June 6, 2018 by and between Brick City Tenant, LLC and Marlin Network, Inc.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 29th day of April, 2010, between BRICK CITY TENANT, LLC., a Missouri limited liability company, and assigns, hereinafter referred to as Lessor, and MARLIN NETWORK, INC., hereinafter referred to as Lessee,

WITNESSETH:

1. **NOW, THEREFORE**, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby take and hire from Lessor, the following described real estate located in Greene County, Missouri, to-wit, hereinafter referred to as the "Demised Premises":

The third floor of Building Number Three, of approximately 8,889 total square feet.

Street address: 305 West Mill Street, Springfield, Missouri. Legal description of the property is set forth in Exhibit A, copy attached, and schematic diagram of the Demised Premises attached as Exhibit B.

2. The term of this Lease shall be for a period beginning on or about July 31, 2010, as determined by the date of the Certificate of Occupancy issued by the Springfield, Missouri Building Services Department (the "Certificate of Occupancy") for said Demised Premises (the "Commencement Date"), and expiring at midnight five (5) years thereafter; provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of five (5) years each, upon the same terms and conditions as contained in this Lease with the exception of the rental amount which shall be adjusted as set forth hereafter, and subject to termination as set forth herein. Lessee may exercise these options by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) days prior to then expiring term.

3. The rental agreed upon is Thirteen and 50/100 Dollars (\$13.50) per square foot per year, payable monthly in the total sum of Ten Thousand Eleven and 38/100 Dollars (\$10,011.38), payable on the first day of each month beginning on August 1, 2010, or the later date when Lessor has completed improvements as described in Paragraph 2, and pro rated for partial months. No rent will be due until the Commencement Date. The rent shall be delinquent after the fifth (5th) of each month and if not paid, a late penalty of One Hundred Dollars (\$100.00) per day may be assessed after the tenth (10th) day of the month until the rent is actually paid. The foregoing late penalty shall not be a waiver of Lessor's right to demand a timely payment or of Lessor's right to declare a default under the terms of this Agreement, even though the penalty may be charged or tendered. If the Lease shall remain in effect after the expiration of the first term, the rental amount shall be adjusted annually on the anniversary of the Commencement Date as follows: based on the Kansas City, Missouri Consumer Price Index (CPI) or most closely appropriate index then published, for the calendar year previous to the current anniversary date of lease; provided, however, at no time shall the rent amount decrease from the previous year's rent. However, if the Lessor improvements as described in paragraph 2 are not completed by July 31, 2011, the commencement date will be extended as set forth in the Letter of Intent between the parties. The costs of infill to the Lessee of Three Hundred Thousand Dollars (\$300,000.00) are included in the rental amount. The unused portion of rent shall decrease the rent at a rate of \$0.14/square foot per \$10,000 utilized (6%, 10-

year amortization). Infill amortization shall discontinue after year ten (10).

4. Lessor covenants and agrees as follows:

a. That Lessor has good right to lease said property and will warrant and defend the leasehold interest hereby created.

b. That Lessee may peacefully and quietly hold and enjoy the Demised Premises during the term hereof without any interruption from the Lessor or any other persons claiming under Lessor, so long as Lessee shall observe and perform the several covenants and provisions provided for herein; subject, however, to the right of Lessor to inspect the Demised Premises at reasonable times and intervals, upon reasonable notice to Lessee. Renovations and construction conducted in adjacent or neighboring buildings and facilities will be performed in a manner that does not disturb Lessee's office use of the Demised Premises or present a safety risk to University or its students. University will be notified in advance and be permitted to provide input with regard to any such construction or renovation.

c. Lessor shall acquire and provide utility service for the Demised Premises and to not allow the same to be terminated under any circumstance where such termination would allow the Demised Premises to be damaged in any way, unless such interruption is wholly without cause due to Lessor. Lessor agrees to separately meter the portion of the building occupied by the Lessee (the third floor). Lessee agrees to pay for all utility services during the term of this Lease. Lessee will also provide telecom connectivity to the facility.

d. That Lessor shall maintain the roof and exterior of the Demised Premises with the exception of windows and doors damaged as a result of the acts or omissions of Lessee, its agents, invitees, or visitors. Lessor agrees to replace all broken glass with glass of an equal quality during the term of this Lease, except for glass broken as the result of the acts or omissions of Lessee, its agents, invitees, or visitors, which would be the responsibility of Lessee.

e. Lessor shall maintain during the term of this Lease standard lessor's (owner's) property and casualty insurance, insuring the Demised Premises against fire and other casualty for the full value of the building and improvements. Lessor shall carry liability insurance with regard to the Demised Premises.

f. Lessor agrees to waive any and all security deposits or related fees.

g. Lessor agrees to be responsible for maintaining the building's general appearance, paint and masonry, structure, roof, windows and internal mechanical systems within the Demised Premises, specifically including HVAC, plumbing, electrical, at its cost and expense, and to maintain the roof and exterior of the building so that the building is dry, habitable and readily usable as office space at all times. Should failure occur to a major mechanical system, such as the HVAC, plumbing, or electrical system, which Lessor fails to repair, or significant structure failure, or failure to maintain the building, roof or exterior in a reasonable time not to exceed sixty (60) days after written notice of the failure, Lessee may

terminate this Lease on thirty (30) days written notice to Lessor, and be relieved thereafter from any further obligations under this Lease Agreement. Lessor agrees that rent shall abate on the fifth (5th) day following such failure, and such abatement shall continue until the failure is repaired; however, such abatement shall be a prorated amount based on the extent of the space impacted by the failure.

h. Lessor agrees that during the term of this Lease, it is responsible for all costs, expense, and requirements related to the Americans With Disabilities Act ("ADA") or the Missouri public accommodation requirements set forth in Chapter 213 of the Revised Statutes of the State of Missouri, and specifically includes the building elevator, and agrees to indemnify and hold harmless Lessee from any such costs, expense or requirements arising out of the ADA or Chapter 213 RSMo with regard to the Demised Premises and any of the Additional Premises leased by Lessee, and use thereof by Lessee, its employees, agents, visitors, invitees and clientele.

i. Lessor shall be responsible for all taxes and assessments due with regard to the premises and the building in which it is located, and all zoning, permits, licenses and fees required by any governmental entity with regard to use of the premises (other than the requirement for the Lessee to obtain and maintain appropriate business licenses) and shall hold Lessee harmless therefrom, including any claim for taxes, tax credits, tax credit refunds or repayments or similar claims, and any attorney fees incurred by Lessee as a result of such claims, liens or assessments. Lessee shall be solely responsible for all personal property taxes assessed against its personal property located at the Demised Premises, if any.

j. Lessor shall provide improvements to the Demised Premises, at Lessor's expense, in a workmanlike fashion and consistent with the current improvements in terms of quality, color and in all cases fully suitable for office use as set forth in the Letter of Intent between the parties dated December 1, 2009.

k. During the entire term of the Lease and any extensions or renewals thereof, Lessee shall have the right to construct improvements upon and install fixtures in the Demised Premises and any Additional Premises leased by Lessee, all at Lessee's sole cost and expense. Prior to constructing any such improvements or installing such fixtures, Lessee shall provide Lessor a copy of plans and specifications for such improvements and additions, and shall obtain Lessor's approval of same, which shall not be unreasonably withheld. Lessee shall provide Lessor with a copy of "as built drawings" for all such improvements and additions upon completion. Lessee shall at all times construct all such improvements and additions in full compliance with all federal, state and local laws, regulations, ordinances and codes. All such improvements and additions shall become part of the Demised Premises, and shall become the property of Lessor upon termination of this Lease.

l. Lessor shall provide ten (10) paved, lighted and well-maintained parking spaces in the immediate vicinity of Building Number Three, with lighting specified as at least 1.5 foot-candles average minimum and a maximum to minimum ratio of 6:1, or as otherwise required/permitted by law or ordinance.

m. Lessor warrants that it has complied with Section 285.530 R.S.Mo. and that it has

not knowingly hired or employed any unauthorized alien to perform work within the State of Missouri on this project and that it has enrolled in the E-Verify Federal Work Authorization Program. Lessor agrees to provide Lessee documentation of its participation in the E-Verify Program and agrees to hold Lessee harmless from any failure to comply with Section 285.530 R.S.Mo.

5. Lessee covenants and agrees as follows:

a. To pay the rent herein provided to Lessor within the time provided at such places and addresses as Lessor may reasonably designate in writing.

b. To use the premises hereby leased for office purposes and for no other purpose, including office, training, and storage space as determined by Lessee.

c. To not commit any waste thereon or therein.

d. To render the premises hereby demised to Lessor at the termination of this Lease in as good condition as at present, usual wear and tear excepted, except as provided for otherwise in this Lease Agreement.

e. Lessee shall provide during the term of this Lease (i) custodial and waste disposal services on a regular basis, (ii) maintenance for the Demised Premises to maintain the premises, fully suitable as professional office space, and (iii) pay for its normal utility services.

f. Lessee shall, at Lessee's sole expense (except to the extent covered by Lessor's insurance), repair promptly any damage to the Demised Premises and any of the Additional Premises leased to Lessee, or any part thereof to the extent caused by or resulting from misuse or negligence by Lessee or its employees, agents, or invitees. Lessee shall not make any alterations, modifications or improvements to the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All such alterations, modifications and improvements shall become, and remain the property of, Lessor and shall not be removed by Lessee, with the exception of trade fixtures, which Lessee may remove at its expense. Lessee shall not permit any mechanics' liens resulting from any labor, materials, equipment or supplies furnished with respect to the Demised Premises at the request of Lessee to stand against the Demised Premises. Any such lien shall be paid and satisfied promptly by Lessee unless it shall post a bond equal to the amount of the disputed claim with a bonding company reasonably satisfactory to Lessor. If Lessee posts such bond, it shall contest the validity of the lien.

g. Lessee shall pay and keep in full force and effect during the term of this Lease, at its expense, an insurance plan or policy of liability insurance for tort claims with coverage of Two Million Dollars (\$2,000,000) for all claims arising from a single occurrence and Five Hundred Thousand Dollars (\$500,000) per person in a single accident or occurrence. Lessee will also maintain property insurance on the building, and Lessor agrees the terms of the Lessee's policy applicable to its other facilities shall satisfy this obligation.

6. In the event the building or the above-described property is rendered untenable by fire or act

of God or flood, water or sewer, and cannot be restored within one hundred eighty (180) working days, then this Lease, at the option of Lessee, may be terminated from the date of such damage and destruction and possession shall be surrendered by Lessee to the Lessor and the rent apportioned as of the date of such damage. In the event damage can be repaired within the above-mentioned time and it is economically feasible to repair the same based upon the value of the property after repairs compared to the cost of repair, Lessor shall repair and restore the same with all reasonable speed to at least their present condition and rent herein provided shall cease until the same has been completed. If the Demised Premises are only slightly damaged so as not to render them totally untenable, they shall be repaired by the Lessor with all reasonable speed and an abatement shall be made from the rent corresponding with the time during which and to the extent of which the Demised Premises may not be fully used by the Lessee after such damage has occurred but prior to the completion of repairs. Flooding or damage by water or sewer will be covered by Lessor's insurance to which Lessee shall be added as an additional named insured.

7. Lessee shall take possession of the Demised Premises as provided in paragraph 3.

8. In the event the rental payments provided for herein shall become delinquent, or in the event of any other default by Lessee hereunder, the Lessor may take any of the following remedial steps: Lessor may reenter and take possession of the Demised Premises and relet the same upon terms and conditions acceptable to Lessor, holding Lessee liable for any difference in rent, or, at its option, may immediately terminate this Lease and retake possession of the Demised Premises; and, in either event, Lessee agrees to peacefully return possession of the Demised Premises to Lessor. In addition, Lessor may pursue such additional remedies as may be available to it by law or in equity.

9. In the event that it shall become necessary for Lessor or Lessee to institute legal action as a result of the default by the other party under any terms of this Lease Agreement, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee. Termination of this Lease in the case of default shall be on 30 days written notice, unless otherwise specified in this Lease.

10. Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Lessor or Lessee sufficient as delivery to all); or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for Lessor, addressed as follows: Brick City Tenant, LLC., 431 South Jefferson, Suite 120, Springfield, Missouri 65806; and if addressed to Lessee, addressed as follows: Marlin Network, Inc., 1200 E. Woodhurst Drive, Building V, Springfield, MO 65804. Properly addressed and mailed, delivery shall be deemed upon mailing.

11. This Lease Agreement may be modified or extended ONLY upon the executed written agreement of all parties. Time is of the essence in carrying out the terms and conditions of this Lease Agreement.

12. Lessee will be entitled to place its name and logo, at its own expense, on the exterior of the building and on entrance doors in accord with applicable city ordinances, and with Lessor's prior approval, which shall not be unreasonably withheld or delayed.

13. Parties represent that neither has a real estate broker acting in their behalf with regard to this agreement, and that any party would be responsible for any fees or commissions to any broker,

agent or attorney acting on that party's behalf with regard to this agreement. It is acknowledged by the Lessee that Matthew E. Miller, a principal of Lessor, is a licensed real estate broker.

14. This Lease Agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs and assigns.

16. LESSOR AND LESSEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE HEREUNDER, LESSEE'S USE OR OCCUPANCY OF THE DEMISED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto set their hands the day and year first above written.

BRICK CITY TENANT, LLC.
LESSOR

April 29, 2010
Date

By: [Signature]
Matthew E. Miller, Authorized Representative

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

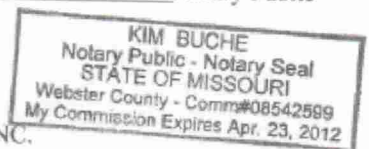
On this 29th day of April A.D. 2010

Before me personally appeared Matthew E. Miller, to me personally known, who being duly sworn, did say that he is a Member and Authorized Representative for Brick City Tenant, LLC. and that the said instrument was signed and sealed in behalf of Brick City Tenant, LLC., and Acknowledged to me that he executed the same for the purposes therein stated, and by authority of the members of Brick City Tenant, LLC.

In testimony whereof I have hereunto set my hand and affixed by official seal, at my office in Springfield, Missouri the day and year first written above.

Kim Buche
Kim Buche Notary Public

My commission expires: April 23, 2012



MARLIN NETWORK, INC.
LESSEE

April 29th, 2010
Date

By: [Signature]
Dennis Marlin, CEO

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

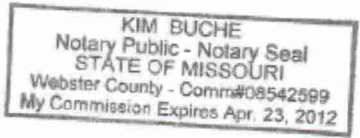
On this 29th day of April A.D. 2010

Before me personally appeared Dennis Marlin, to me personally known, who being duly sworn, did say that he is CEO for Marlin Network, Inc. and that the said instrument was signed and sealed in behalf of Marlin Network, Inc. and Acknowledged to me that he executed the same for the purposes therein stated, and by authority of Marlin Network, Inc.

In testimony whereof I have hereunto set my hand and affixed by official seal, at my office in Springfield, Missouri the day and year first written above.

Kim Buche
Kim Buche Notary Public

My commission expires: April 23, 2012



ADDENDUM TO LEASE AGREEMENT

This ADDENDUM TO LEASE AGREEMENT (this "Addendum"), is made and entered into as of the 24 day of August, 2015 (the "Effective Date"), by and between BRICK CITY TENANT, LLC, a Missouri limited liability company ("Lessor"), and MARLIN NETWORK, INC., a Missouri corporation ("Lessee"). Lessor and Lessee may collectively be referred to as the "Parties" or individually as a "Party".

RECITALS

A. Lessor and Lessee are parties to that certain Lease Agreement dated April 29, 2010 (the "Lease"), whereby Lessee leased from Lessor certain premises consisting of the third floor of Building Number Three totaling approximately 8,889 square feet and with the address of 305 West Mill Street, Springfield, Missouri (the "Demised Premises").

B. Lessor and Lessee desire to amend the Lease as set forth herein to extend the term of the Lease and redefine certain rights and obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Section 2 of the Lease shall be amended, substituted and fully and restated as follows:

2. The term of this Lease shall be for a period beginning on September 1, 2015 for said Demised Premises (the "Commencement Date"), and expiring at midnight on August 31, 2018; provided, however, the Lessee shall have the right to extend the term of this Lease for one (1) additional period of three (3) years, upon the same terms and conditions as contained in this Lease with the exception of the rental amount which shall be adjusted as set forth hereafter, and subject to termination as set forth herein. Lessee may exercise this option by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) days prior to then expiring term. Subject to the written approval of Lessor, Lessee shall have the right to sublease all or party of the Demised Premises during the Lease term provided that Lessee shall not enter into a sublease with a tax exempt entity without the prior written consent of the Lessor.

2. Section 3 of the Lease shall be amended, substituted and fully restated as follows:

3. The rental agreed upon for the first year of the term of the Lease is Thirteen and 76/100 Dollars (\$13.76) per square foot per year, payable monthly in the total sum of Ten Thousand One Hundred Ninety-One and 59/100 (\$10,191.59), payable on the first day of each month

WA 7238692.2

beginning on the Commencement Date. Thereafter, for the remainder of the term of the Lease (including the any extension), the rental amount shall be adjusted annually on the anniversary of the Commencement Date as follows: based on the Kansas City, Missouri Consumer Price Index (CPI) or most closely appropriate index then published, for the calendar year previous to the current anniversary date of the lease; provided, however at no time shall the rent amount decrease from the previous year's rent. The rent shall be delinquent after the fifth (5th) of each month and if not paid, a late penalty of One Hundred Dollars (\$100.00) per day may be assessed after the tenth (10th) day of the month until the rent is actually paid. The foregoing late penalty shall not be a waiver of Lessor's right to demand a timely payment or of Lessor's right to declare a default under the terms of this Agreement, even though the penalty may be charged or tendered.

3. Section 4.f. shall be deleted in its entirety.
4. Section 4.g. shall be amended by adding the following two paragraphs at the end of the existing section:

"Notwithstanding the foregoing paragraph, or any other provision in this or any other document or agreement, Lessor shall be responsible financially and legally, with respect repairs of major systems and infrastructure of the Demised Premises, such as HVAC, electrical, or other material building systems, or the building in which the Demised Premises are located, including, without limitation, construction and other costs for structural work and to replace major equipment and other capital expenses (as distinguished from customary maintenance and repairs. The forgoing charges and costs, or any component thereof, shall only be imposed on Lessee, whether through direct assessment or operating expense charges, only when (i) the repairs or construction will result in direct savings in operating expense to the building or property. In such event, (ii) any charge to Lessee with respect such repair or construction costs shall be amortized over the applicable useful life, in accordance with generally accepted accounting principles ("GAAP"); and (iii) Lessor repairs made following casualty loss paid by insurance proceeds received by Lessor under Lessor's insurance then in force shall not be included.

Lessor and Lessee agree that there are certain Building services without which Lessee cannot reasonably occupy the Demised Premises for the purpose for which it was originally leased ("Essential Services"). Essential Services include, but are not limited to, heating, ventilation, air conditioning, electrical service, water, sewer, and life safety. Should Lessor fail to provide, or otherwise interrupt, any one or more of these Essential Services for a continuous period of five (5) business days or longer, after notice by Lessee, then, to the extent that Lessor's failure to provide, or ongoing disruption of such services, and to the extent that Lessor is not making a reasonable effort to cure such deficiency, rent shall abate

until such service or services are restored. If thirty (30) days after written notice to Lessor from Lessee, Lessor has failed to keep or perform any of its obligations with respect to restoring any Essential Services Lessee may exercise the following "Self Help Rights": (i) make such payment or perform such obligation and all sums so paid by Lessee and all necessary and direct costs and expenses, including reasonable attorney's fees, incurred by Lessee in making such payment or performing such obligation shall be paid by Lessor to Lessee within thirty (30) days after demand, and if not so paid by Lessor, Lessee shall have the right and option to offset the cost of such cure against any base rental, additional rental or any other amounts thereafter payable under the Lease, or (ii) pursue any other legal or equitable remedies available to Lessee to collect payment and/or cause Lessor to cure such default. Notwithstanding the foregoing, (i) under no circumstances shall Lessee's offset of Rent under the provisions of this paragraph give the Lessor the right to dispossess Lessee from the Demised Premises, (ii) Lessee may perform such work that Lessee deems necessary in order to continue operating within the Demised Premises; provided, however, that, in the event that Lessor has begun to cure said default in Lessor's obligations, has notified Lessee of such fact and is diligently working toward said cure, Lessee shall waive said Self Help Rights with respect to such default."

5. Lease in Effect.

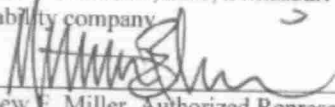
Except as expressly changed by this Amendment, all of provisions of the Lease shall remain in full force and effect without modification. The provisions of this Amendment shall be deemed to be as much a part of the Lease as though they had been part of the original text and be so construed as to be consistent with the remaining original text of the Lease to the fullest extent possible. To the extent that any provision of this Amendment is irreconcilably inconsistent with any provision of the original text of the Lease, the provision of this Amendment shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

LESSOR:

BRICK CITY TENANT, LLC, a Missouri limited liability company

By: 
Matthew E. Miller, Authorized Representative

LESSEE:

MARLIN NETWORK, INC., a Missouri corporation

By: 
Robert Murray, Treasurer

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM TO LEASE AGREEMENT (this "Addendum"), is made and entered into as of the 16 day of June, 2018 (the "Effective Date"), by and between BRICK CITY, LP, a Missouri limited liability company ("Lessor"), and MARLIN NETWORK, INC., a Missouri corporation ("Lessee"). Lessor and Lessee may collectively be referred to as the "Parties" or individually as a "Party".

RECITALS

A. Lessor and Lessee are parties to that certain Lease Agreement dated April 29, 2010 (the "Lease"), whereby Lessee leased from Lessor certain premises consisting of the third floor of Building Number Three totaling approximately 8,889 square feet and with the address of 305 West Mill Street, Springfield, Missouri (the "Demised Premises").

B. Lessor and Lessee desire to amend the Lease as set forth herein to extend the term of the Lease and redefine certain rights and obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Section 2 of the Lease shall be amended, substituted and fully and restated as follows:

2. The term of this Lease shall be extended for a period beginning on September 1, 2018 for said Demised Premises (the "Commencement Date"), and expiring at midnight on August 31, 2021. Lessee shall have the right to extend the term of this Lease for up to one (1) additional period of three (3) years, upon the same terms and conditions as contained in the Lease with the exception of the rental amount which shall be adjusted as set forth hereafter, and subject to termination as set forth herein. Lessee may exercise these options by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) prior to then expiring term.

2. Section 3 of the Lease shall be amended, substituted and fully restated as follows:

The rental agreed upon for the first year of the term of the Lease is

1

Fourteen and 00/100 Dollars (\$14.00) per square foot per year, payable monthly in the total sum of Ten Thousand Three Hundred Seventy and 50/100 (\$10,370.50), payable on the first day of each month to Brick City, LP PO Box 9123, Springfield, MO 65081, beginning on the Commencement Date. Thereafter, for the remainder of the term of the Lease (including the any extension), the rental amount shall be adjusted annually on the anniversary of the Commencement Date as follows: based on the Kansas City, Missouri Consumer Price Index (CPI) or most closely appropriate index then published, for the calendar year before the current anniversary date of the lease; provided, however at no time shall the rent amount decrease from the previous year's rent. The rent shall be delinquent after the fifth (5th) of each month and if not paid, a late penalty of One Hundred Dollars (\$100.00) per day may be assessed after the tenth (10th) day of the month until the rent is paid. The foregoing late penalty shall not be a waiver of Lessor's right to demand a timely payment or of Lessor's right to declare a default under the terms of this Agreement, even though the penalty may be charged or tendered.

3. Lease in Effect.

Except as expressly changed by this Amendment, all of provisions of the Lease shall remain in full force and effect without modification. The provisions of this Amendment shall be deemed to be as much a part of the Lease as though they had been part of the original text and be so construed as to be consistent with the remaining original text of the Lease to the fullest extent possible. To the extent that any provision of this Amendment is irreconcilably inconsistent with any provision of the original text of the Lease, the provision of this Amendment shall govern.

4. Brokerage Fee

Lessor and Lessee agree that Cushwake, represents the Lessee. The Lessor shall pay a fee to Cushwake equal to four percent (4%) of the Fixed Minimum Rent of the original term. Except for this broker's commission, each party warrants and represents that no other broker, finder or other person is entitled to a commission, finder's fee or other compensation in connection with this Lease, and each party shall indemnify and hold harmless the other party from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any other broker, finder or other person for such compensation arising by, under or through such party. The following principals of Lessor are licensed Missouri real estate brokers: Matthew E. Miller.

5. Assignment and Assumption of lease

Under this Agreement, to the extent assignable, Assignor is obligated to assign to Assignee any and all of its rights, title and interest in and the to the Tenant Lease. Assignor will give Tenant 30 day notice of Assignee.

[SIGNATUREPAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

LESSOR:

BRICK CITY LP., a Missouri limited liability

By: 
Matthew E Miller, Member

LESSEE:

MARLIN NETWORK, INC., a Missouri corporation

By: 
Robert Murray, Treasurer

EXHIBIT "D"
[FORM OF]
GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Assignment") is dated effective as of _____, 2018, and is entered into by and between Brick City LP, a Missouri limited partnership, and Brick City Two, LP, a Missouri limited partnership (collectively the "Assignor") and The Board of Governors of Missouri State University, and/or its permitted assigns ("Assignee"), with respect to the following matters.

WITNESSETH:

Assignor and Assignee entered into that certain Real Estate Purchase And Sale Agreement, dated as of _____, 2018 ("Agreement"), regarding the sale of that certain real property being more fully described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement (except as otherwise provided for therein), Assignor is obligated to transfer, sell, convey and assign any and all of Assignor's right, title and interest in and to the Personal Property, and to the extent assignable, the Intangibles and the Service Contracts (collectively, the "Assigned Properties") and to delegate any and all of its obligations and responsibilities in the Assigned Properties from and after the date hereof to Assignee and Assignee is obligated to assume such obligations and responsibilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assigned Properties and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under the Assigned Properties from and after the date of this Assignment.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Parties' Signatures On Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

BRICK CITY, LP, a Missouri limited partnership

By: **RECESS PARTNERS, LLC**, a Missouri limited liability company, its General Partner

By: _____

Name: Matthew E. Miller
Title:

BRICK CITY TWO, LP, a Missouri limited partnership

By: _____

Name:
Title: General Partner

ASSIGNEE:

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

By: _____

Name: _____
Title: _____

Attachments:

Exhibit "A" - Legal Description

EXHIBIT "A" TO GENERAL ASSIGNMENT AND BILL OF SALE
LEGAL DESCRIPTION OF THE PROPERTY

All of Lots Twenty-One (21), and Twenty-two (22), in Warren H. Graves, addition to the City of Springfield, Greene County, Missouri according to the recorded plat thereof.

All of Lot One (1), Final Plat Brick City, a subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.

All of Lots Three (3), and Four (4), FINAL PLAT BRICK CITY, a subdivision in the City of SPRINGFIELD, GREENE County, Missouri, according to the recorded plat thereof.

EXHIBIT "E"

[RESERVED]

EXHIBIT "F"

LIST OF PROPERTY FILES

To the extent the following are in Seller's possession or control:

1. Copy of current tenant leases together with a current rent roll indicating rent payment and security deposit status
2. Service Contracts and all other contracts pertaining to the Property
3. Two (2) most recent real estate tax statements for the Property
4. Licenses, permits, warranties, and certificates of occupancy
5. Existing as-built (ALTA or other) surveys for the Property
6. Existing Phase I Environmental Site Assessments, and any soil tests or environmental reports of the Property
7. Schedule of personal property to be included in the sale
8. Seller's Owners Title Policy and copies of all instruments, if any, referred to therein

EXHIBIT "G"

CREDITS AGAINST PURCHASE PRICE

1. Summary amount of total credits against purchase price through December 2018.
2. Partial Lease Agreement between Purchaser and Brick City, LP related to Building #4 described above dated November 30, 2007 reflecting Section 4(c).

	Brick City 4 rent amounts after CPI increases and purchase credits						
	2012	2013	2014	2015	2016	2017	2018
monthly rent	\$20,884.04	\$21,364.41	\$21,471.23	\$21,771.83	\$21,771.83	\$21,943.59	\$22,360.52
# of months	1	12	12	12	12	12	12
Total rent	\$ 20,884.04	\$256,372.92	\$257,654.76	\$261,261.96	\$261,261.96	\$263,323.08	\$268,326.24
5% of total rent	\$ 1,044.20	\$ 12,818.65	\$ 12,882.74	\$ 13,063.10	\$ 13,063.10	\$ 13,166.15	\$ 13,416.31
Total rent paid Dec 2012-Dec 2018							
\$ 1,589,084.96							
Total credit against purchase price							
\$ 79,454.25							

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 30th day of November, 2007, between BRICK CITY, L.P., a Missouri limited partnership, and assigns, hereinafter referred to as Lessor, and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, hereinafter referred to as Lessee,

WITNESSETH:

1. NOW, THEREFORE, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby take and hire from Lessor, the following described real estate located in Greene County, Missouri, to-wit, hereinafter referred to as the "Demised Premises":

Building Four, a two story building, of approximately 20,101 total square feet above ground, plus an unfinished basement.

Street address: 305 West Mill Street, Springfield, Missouri. Legal description of the property is set forth in Exhibit A, copy attached, and schematic diagram of the Demised Premises attached as Exhibit B.

2. The term of this Lease shall be for a period beginning on or about August 15, 2008, as determined by the date of the Certificate of Occupancy issued by the Springfield, Missouri Building Services Department (the "Certificate of Occupancy") for said Demised Premises (the "Commencement Date"), and expiring at midnight ten (10) years thereafter, provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of five (5) years each, upon the same terms and conditions as contained in this Lease with the exception of the rental amount which shall be adjusted as set forth hereafter, and subject to termination as set forth herein. Lessee may exercise these options by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) days prior to then expiring term.

3. The rental agreed upon is Eleven and 25/100 Dollars (\$11.25) per usable square foot per year, payable monthly in the total sum of eighteen thousand, eight hundred forty four and sixty nine hundredths Dollars (\$ 18,844.69), payable on the first day of each month beginning on August 15, 2008, or the later date when Lessor has completed improvements as described in Paragraph 2, and pro rated for partial months. No rent will be due until the Commencement Date. The rent shall be delinquent after the fifth (5th) of each month and if not paid, a late penalty of One Hundred Dollars (\$100.00) per day may be assessed after the tenth (10th) day of the month until the rent is actually paid. The foregoing late penalty shall not be a waiver of Lessor's right to demand a timely payment or of Lessor's right to declare a default under the terms of this Agreement, even though the penalty may be charged or tendered. If the Lease shall remain in effect, the rental amount shall be adjusted annually on the anniversary of the Commencement Date as follows: based on the Kansas City, Missouri Consumer Price Index (CPI) or most closely appropriate index then published, for the calendar year previous to the current anniversary date of lease; provided, however, at no time shall the rent amount decrease from the previous year's rent. However, if the Lessor improvements as

described in paragraph 2 are not completed by the August 15, 2008, the commencement date will be extended as set forth in the Letter of Intent between the parties, including the liquidated damages set forth herein. The costs of infill to the University shall not exceed one hundred thousand dollars, unless agreed in writing by University. University may elect to amortize said costs for a period of twenty years, and if so, the rental rate shall increase by forty eight cents per square foot per year.

4. Purchase Option and Right of First Refusal

a. During the term of the lease after five years from the Commencement Date, and extensions, Lessee shall have an option to purchase the Leased Premises at any time upon giving Lessor written notice. If Lessee exercises this option, the purchase price shall be determined by the Lessor and Lessee, but shall not exceed the fee simple appraised price based on an appraisal performed by a state certified appraiser, unless based on additional factors and agreed by the parties. The terms of the sale will be on commercially reasonable terms such as set forth the Springfield Board of Realtors approved commercial contract, or as otherwise agreed by the parties. If the appraiser is mutually selected, the parties will equally share the fee. If a party obtains its own appraisal, that party shall bear the cost for that appraisal.

b. During the term of the Lease, Lessee shall also have a right of first refusal to purchase the Leased Premises. In the event Lessor receives an acceptable offer to purchase the Lease Premises from a third party, Lessor shall give Lessee written notice of the terms of that offer. Lessee shall then have 30 calendar days from receipt of Lessor's notice to deliver written notice to Lessor exercising Lessee's right of first refusal, agreeing to purchase the Leased Premises upon the same terms and conditions set forth in the offer. If Lessee fails to deliver timely notice exercising its right of first refusal, then Lessee's Option to Purchase and Right of First Refusal shall expire.

c. Should Lessee exercise the Option to Purchase as set forth in this paragraph, five percent (5%) of the total lease (rental) payments made subsequent to the fifth anniversary of the Commencement Date up through the time of purchase, will be credited toward the purchase price. The proposed credit against the purchase price shall only be applicable if Lessee exercises its option to purchase the Demised Premises under Section 4.a., above.

d. For purposes of this paragraph numbered 4.b. and c., the Leased Premises shall include not only the Demised Premises (Building Four) as set forth herein, but also the premises as described in a site plan attached as Exhibit 1 to the Letter of Intent between the parties, dated October 31, 2007, so the Right of First Refusal as set forth in this paragraph applies to a fee simple interest in the entire building and tract of which the Demised Premises are a part.

5. Lessor acknowledges that Lessee's interest in the Demised Premises is to a large degree based on Lessor's representations of intent to develop the entire tract identified as Exhibit 1 to the Letter of Intent into office and similar space, thus creating an attractive and safe educational environment. Lessor has identified the following timeline for the renovation of

XIV.A.2.

RECOMMENDED ACTION – DECLARATION OF OFFICIAL INTENT TOWARD THE ISSUANCE OF EDUCATIONAL FACILITIES REVENUE BONDS, AND TO REIMBURSE THE UNIVERSITY FOR EXPENDITURES FOR EDUCATIONAL FACILITIES FROM PROCEEDS OF BONDS

WHEREAS, Missouri State University, a state educational institution duly created, organized and existing under the laws of the State of Missouri (the “University”), has made certain expenditures for equipment, construction, improvements and renovations to its educational facilities, including the proposed purchase of certain real property and improvements generally located at 327 W. Mill Street, 215 W. Mill Street and 420 N. Campbell, all in the Brick City redevelopment area in Springfield, Missouri, and miscellaneous capital improvements to the University’s educational facilities on its main campus in Springfield, Missouri (collectively, the “Project”), and the University expects to make additional similar expenditures after the date of this Resolution, and the University desires and intends to reimburse itself for such expenditures made not earlier than 60 days before the date of this Resolution from the proceeds of tax-exempt bonds or securities issued or incurred by the University or other governmental issuer of tax-exempt obligations; and

WHEREAS, the estimated maximum principal amount of bonds expected to be issued for the Project is \$17,700,000; and

WHEREAS, this Resolution shall take effect and be in full force immediately after its adoption by the Board of Governors.

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

Section 1. Declaration of Intent. The Board hereby declares the intent of the University to request the Health and Educational Facilities Authority of the State of Missouri to issue educational facilities revenue bonds on behalf of the University in a principal amount not to exceed \$17,700,000, such principal amount to be determined by subsequent resolution of the Board, to provide funds to finance the costs of the Project.

Section 2. Reimbursement of Expenditures. The University has made certain expenditures in connection with the Project and expects to make additional similar expenditures after the date of this Resolution, including the acquisition of the Brick City properties generally described above, and before the issuance of the bonds or other securities, and the University desires and intends to reimburse itself, from proceeds of the bonds or other securities, issued by the University or other governmental issuer, in one or more series, for such expenditures made not earlier than 60 days before the date of this Resolution.

Section 3. Confirmation of Underwriter. The University hereby confirms the prior selection of Hilltop Securities Inc. to act as senior managing underwriter of the bonds in one or more series, upon the terms set forth in the existing contract for underwriting services with the University.

Section 4. Further Authorization and Direction. The Board hereby authorizes and directs the University’s General Counsel, Chief Financial Officer, Bond Counsel, Underwriter, and other officers and representatives of the University, to prepare, for submission to and final action by the University, all appropriate legal and financing documents necessary to effect the authorization, issuance and sale of the

bonds or other securities, in one or more series, and any other actions contemplated hereunder in connection with the issuance and sale thereof.

Section 5. Conditions. This Resolution is subject to the condition that any issuance of bonds or other tax-exempt or taxable securities will be subject to the further action by the Board specifically authorizing and approving the bonds or other securities and the marketing and any programs relative to such bonds or other securities.

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

ADOPTED by the Board of Governors of Missouri State University this 19th day of October, 2018.

XV.A.

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

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

WHEREAS, for the last several years, Missouri State University's self-funded Employee Medical Insurance Plan (Plan) has experienced annual increases in health care costs and those costs are expected to continue to rise due to an increase in claims; and

WHEREAS, the increased claims have resulted in ongoing and increasing budgetary shortfalls, such that in FY2018, the University funded \$4.1 million of medical plan shortfall from one-time funds; and

WHEREAS, to address the shortfall, the University has budgeted an additional \$1.5 million for claims payment and will renegotiate its medical contracts to secure an additional \$1 million in savings; however, this leaves a shortfall of \$1.5 million; and

WHEREAS, Med-Pay, University's Third-Party Administrator (TPA) has recommended that an increase in premiums is necessary to help fill the remaining \$1.5 million shortfall and ensure the fiscal stability and continued viability of the Plan; and

WHEREAS, Med-Pay has further recommended that the University implement a two-plan option for health benefits, giving employees the option to select from a Base or Buy Up plan; and

WHEREAS, certain revisions to the Plan are necessary to keep it competitive, legally compliant and responsive to employee needs; and

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

WHEREAS, the University would lose Grandfather Status.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Plan be restated and revised to increase premiums and implement a two plan option for health benefits, effective as of January 1, 2019; The Employee Handbook, Faculty Handbook, Dental Plan, and other group insurance contracts, be revised as necessary to ensure consistency between said documents; and that the President and the Vice President for Administrative Services be granted both the authority to correct any typographical, grammatical, and formatting errors appearing from time to time to retain accuracy and consistency, to revise sections within the handbooks to provide clarification or improve processes, to revise other University policies, procedures and plan documents to allow the application of the above Plan changes and to ensure compliance with applicable law.

VOTE: **Aye** _____
 Nay _____

COMMENTS:

Our current medical plan is funded with premiums from employees and premiums paid by the university.

In FY2014, the Plan paid \$15.8 million in expenses. Expenses have increased each of the past four years, reaching \$21.5 million in FY2018 (an increase of more than 36 percent). During that time period, we have managed these increases by modifying our contract with Mercy and using one-time University funds to pay for shortfalls. Accordingly, in FY2018, the University paid \$17.5 million (\$13.4 million in University premiums plus \$4.1 million in one-time funding to cover the plan shortfall) to the Plan, while members paid \$4.3 million.

Since 2008, the premiums for “Employee Only” and “Employee + Child(ren)” have not increased, while the premiums for “Employee + Spouse” and “Employee + Family” have increased only once—by \$30 in 2014.

Additionally, employees are eligible to have \$360 in premiums waived each year by participating in the university’s wellness plan.

Therefore, based on advice from Med-Pay, analysis by the University’s Health Care Plans and Benefits Committee, and feedback from Springfield Faculty Senate, Springfield Staff Senate, and faculty and staff on the West Plains campus, Administration recommends the following premium changes be implemented effective January 1, 2019.

Monthly premiums for all tiers and plan options will be as follows:

Premiums	New		Existing Plan (2018)
	Base Plan	Buy-Up Plan	
Employee Only	\$40	\$76	\$30
Employee + Spouse	\$380	\$416	\$350.91
Employee + Child(ren)	\$280	\$316	\$252.89
Employee + Family	\$435	\$471	\$393.20

Under this approach the University would lose Grandfather Status.

Employer contributions shall be reflected in the University annual budget.

MISSOURI STATE UNIVERSITY
PLAN SAVINGS ANALYSIS

Prepared by Med-Pay, Inc.

Savings Opportunities	New Plan	Existing Plan
Mercy Contract/Risk Corridor Savings Estimate	\$ 1,000,000	\$ 1,000,000
COBRA Rate Change per Actuarial Analysis	\$ 26,211	\$ 26,211
Retiree Rate Change per Actuarial Analysis	\$ 104,831	\$ 104,831
Wrap Network Savings Estimate	\$ 120,876	\$ 120,876
Plan Benefit Design Savings Estimate	\$ 721,166	\$ -
Savings Subtotal	\$ 1,973,084	\$ 1,251,918
Premium Increase (over Plan Differential)	\$ 505,756	\$ 1,248,520
Total Savings	\$ 2,478,840	\$ 2,500,438

- Claim year 2018 healthcare expenses are up 14.4% compared to last year (2017).
- In fiscal year 2018, University spent approximately \$21M in healthcare claims.
- For fiscal year 2018, University subsidized the medical plan by approximately \$4M.
- It is projected the University can budget an additional \$1.5M.
- The remaining \$2.5M must come from three primary sources (healthcare contracts, plan benefit design and premium increase).

MISSOURI STATE UNIVERSITY

PLAN SAVINGS ANALYSIS

Prepared by Med-Pay, Inc.

Savings Opportunities Benefits	New		Existing
	Base Plan	Buy-Up Plan	Plan
Preventive Benefit	100%	100%	\$400
In-Network Deductible	\$1,600	\$800	\$800
Out-of-Network Deductible	\$3,200	\$1,600	\$1,600
In-Network Coinsurance (no change)	\$2,000	\$2,000	\$2,000
Out-of-Network Coinsurance (no change)	\$4,000	\$4,000	\$4,000
Office Visit Co-Pays In-Network:			
Magers	\$10	\$5	N/A
Primary Care	\$40	\$20	N/A
Specialist	\$60	\$30	N/A
Emergency Room Deductible*	\$500	\$250	N/A
Office Visit Co-Pays & ER Deductible Maximum	\$1,750	\$700	N/A
Medical Maximum Out-of-Pocket	\$5,350	\$3,500	\$2,800
Rx Maximum Out-of-Pocket	\$2,000	\$1,500	\$1,500
Total Maximum Out-of-Pocket	\$7,350	\$5,000	\$4,300

Active Employee Premiums**	Current (2018)	Base Plan	Buy-Up Plan	Existing (2019)
Employee Only	\$30.00	\$40	\$76	\$59
Employee + Spouse	\$350.91	\$380	\$416	\$420
Employee + Child(ren)	\$252.89	\$280	\$316	\$310
Employee + Family	\$393.20	\$435	\$471	\$490

* Waived if the patient is admitted to the Hospital on an emergency basis directly from the emergency room or if treatment is substantiated by severity of the Sickness or Injury.

** Currently, \$30.00 of the monthly premium is waived for employees who participate in the wellness activities. This will continue under the new plan.

Please Note: Both the proposed new and existing plans will require a monthly premium payment by all employees.

- New plan option has employee choice (Base Plan vs. Buy-Up Plan).
- If coded preventive, 100% benefit examples: annual check-up (estimated cost: \$250), colonoscopy (estimated cost: \$2,000), mammogram (estimated cost: \$400), prostate exam (estimated cost: \$200), pap smear (estimated cost: \$200), bone density test (estimated cost: \$500), screening for STDs, and immunizations for adults/children.
- Co-Pay covers office visit, but not diagnostic tests.
- Co-Pay for primary care visit includes urgent care, but not diagnostic tests.

XV.B.

RECOMMENDED ACTION - Approval of an On-Going Mid-Year Compensation Increase.

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

WHEREAS, Missouri State University's workforce is its most vital resource and the compensation plan should demonstrate the high value the University holds for its employees; and

WHEREAS, the University's focus is to maintain a total compensation package for faculty and staff that is directed toward retaining a highly qualified, engaged, committed, and diverse workforce; and

WHEREAS, with limited salary increases, salary survey data for faculty and staff indicate Missouri State salaries are behind market; and

WHEREAS, Administration recommends an on-going mid-year compensation increase.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that an on-going mid-year compensation increase of 1% across the board plus \$600.00 be added to base pay effective January 1, 2019 for full-time 12-month faculty and staff and February 1, 2019 for full-time exempt 9 or 10 month faculty and staff hired on or before September 30, 2018.

VOTE: AYE _____

NAY _____

COMMENTS:

Faculty and staff satisfaction surveys reveal compensation is a top priority. With limited salary increases, employee morale is negatively impacted and salary survey data indicate Missouri State salaries are behind market. Faculty: On average, paid 95.7% of market. Staff: On average, paid 90.1% of market.

The mid-year compensation increase will encompass the Springfield, Mountain Grove, and West Plains campuses, including grants, auxiliaries, and service centers. The total annual expense will be no more than \$3,337,078.

2,222 Full-Time Employees	E&G	Non-E&G Total	Total
1% ATB + \$600 (with 36.7% Fringe)			
Springfield	\$ 2,520,899	\$ 642,172	\$ 3,163,071
West Plains	\$ 145,646	\$ 28,361	\$ 174,007
Total	\$ 2,666,545	\$ 670,532	\$ 3,337,078

Most of the full-time faculty and staff will see the increase on the January 2019 paycheck. Over 700 employees are on deferred pay, earning pay during the 9 to 10 months worked, but are paid over 12 calendar months. These individuals will see their pay increase on the February 2019 paycheck.

**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 18	4,569	\$159,115	98	\$342,447	4,667	\$501,562	13,569	\$1,571,002	FY 18
	FY 19	5,396	\$191,641	93	\$269,600	5,489	\$461,241	15,686	\$1,609,496	FY 19
Special Campaigns	FY 18	31	\$4,392	7	\$495,430	38	\$499,822	584	\$838,100	FY 18
	FY 19	26	\$4,111	13	\$265,220	39	\$269,331	360	\$1,227,285	FY 19
One Time Gifts	FY 18	0	\$0	11	\$52,802	11	\$52,802	45	\$3,311,351	FY 18
	FY 19	0	\$0	7	\$62,235	7	\$62,235	22	\$221,025	FY 19
TOTALS	FY 18	4,600	\$163,507	116	\$890,679	4,716	\$1,054,186	14,198	\$5,720,453	FY 18
	FY 19	5,422	\$195,752	113	\$597,055	5,535	\$792,807	16,068	\$3,057,806	FY 19

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2018 TO 09/30/2018**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2018 TO 09/30/2018	TOTAL 07/01/2017 TO 09/30/2017
ALUMNI	\$10,840	\$826,984	\$115,454	\$5,481	\$193,586	\$1,152,345	\$1,042,418
FRIENDS	777	536,547	51,802	18,391	205,432	\$812,949	842,642
PARENTS	0	16,993	1,220	185	22,600	\$40,998	27,434
FOUNDATIONS	0	301,450	775	0	6,500	\$308,725	371,604
ORGANIZATIONS	0	90,787	103,527	2,219	1,600	\$198,133	2,654,961
BUSINESSES	7,572	359,805	55,042	53,570	68,667	\$544,656	781,394
GIFT TOTAL	\$19,189	\$2,132,566	\$327,820	\$79,846	\$498,385	\$3,057,806	\$5,720,453

**Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2018, income recieved from athletics seat assessments and suites are no longer tax deductible.
Income received since 1/1/2018 for seat assessments and suites is included in this column.*

DEFERRED GIFT COMMITMENTS

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2018 TO 09/30/2018	TOTAL 07/01/2017 TO 09/30/2017
DEFERRED GIFTS	0	19,021		0	\$ 19,021	\$ 4,100,000

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$ 39,869,000

	NUMBER OF DONORS 7/1/2018 TO 09/30/2018	NUMBER OF DONORS 7/1/2017 TO 09/30/2017
ALUMNI	2,372	2,050
FRIENDS	5,774	5,263
PARENTS	344	349
FOUNDATIONS	12	14
ORGANIZATIONS	49	48
BUSINESSES	309	377
TOTAL	8,860	8,101

**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 18	4,616	\$193,482	143	\$292,706	4,759	\$486,188	8,902	\$1,069,440	FY 18
	FY 19	5,188	\$158,050	152	\$428,490	5,340	\$586,540	10,197	\$1,146,000	FY 19
Special Campaigns	FY 18	465	\$49,083	33	\$118,775	498	\$167,858	546	\$338,278	FY 18
	FY 19	75	\$53,799	25	\$292,140	100	\$345,939	142	\$889,950	FY 19
One Time Gifts	FY 18	0	\$0	20	\$241,617	20	\$241,617	34	\$3,258,549	FY 18
	FY 19	0	\$0	9	\$97,523	9	\$97,523	15	\$138,790	FY 19
TOTALS	FY 18	5,081	\$242,565	196	\$653,098	5,277	\$895,663	9,482	\$4,666,267	FY 18
	FY 19	5,263	\$211,849	186	\$818,153	5,449	\$1,030,002	10,354	\$2,174,740	FY 19

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2018 TO 08/31/2018**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2018 TO 08/31/2018	TOTAL 07/01/2017 TO 08/31/2017
ALUMNI	\$2,923	\$706,603	\$105,289	\$0	\$152,109	\$966,924	\$898,342
FRIENDS	534	365,570	40,741	5,675	173,507	\$586,028	681,423
PARENTS	0	8,611	1,080	0	20,000	\$29,691	17,488
FOUNDATIONS	0	183,450	500	0	6,500	\$190,450	149,903
ORGANIZATIONS	0	81,137	44,000	0	600	\$125,737	2,621,647
BUSINESSES	6,373	184,799	29,905	6,166	48,667	\$275,910	297,464
GIFT TOTAL	\$9,830	\$1,530,170	\$221,515	\$11,841	\$401,383	\$2,174,740	\$4,666,267

**Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2018, income recieved from athletics seat assessments and suites are no longer tax deductible.
Income received since 1/1/2018 for seat assessments and suites is included in this column.*

DEFERRED GIFT COMMITMENTS

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2018 TO 08/31/2018	TOTAL 07/01/2017 TO 08/31/2017
DEFERRED GIFTS	0	9,021		0	\$ 9,021	\$ 4,100,000

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$ 39,859,000

	NUMBER OF DONORS 7/1/2018 TO 08/31/2018	NUMBER OF DONORS 7/1/2017 TO 08/31/2017
ALUMNI	1,650	1,524
FRIENDS	4,976	4,514
PARENTS	241	233
FOUNDATIONS	9	9
ORGANIZATIONS	25	36
BUSINESSES	134	323
TOTAL	7,035	6,639

The following resolution was moved by _____

and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the Internal Operating Budget for the year ending June 30, 2019, be amended to the following:

Original Budget:

	Budgeted Operating Revenues*	Budgeted Non-Operating Revenues	Budgeted Expenses	Budgeted Transfers	Increase (Decrease) in Net Position (including non-recurring allocations)	Non-recurring Allocations	Increase (Decrease) in Net Position (excluding non-recurring allocations)
Springfield Campus							
Operating Fund	\$ 119,573,195	\$ 71,399,775	\$ 189,545,842	\$ (5,636,268)	\$ (4,209,140)	\$ 2,706,445	\$ (1,502,695)
Total Designated Funds	18,920,505	2,664,467	20,725,473	(600,935)	258,564	-	258,564
Total Auxiliary System Fund	56,823,224	4,514,856	47,231,375	(12,315,566)	1,791,139	-	1,791,139
Total Springfield Campus	195,316,924	78,579,098	257,502,690	(18,552,769)	(2,159,437)	2,706,445	547,008
West Plains Campus							
Operating Fund	4,198,380	5,011,351	9,609,489	119,828	(279,930)	-	(279,930)
Total Designated Funds	-	485,000	442,293	(21,266)	21,441	-	21,441
Total Auxiliary System Fund	1,566,262	5,150	1,357,816	(210,267)	3,329	-	3,329
Total West Plains Campus	5,764,642	5,501,501	11,409,598	(111,704)	(255,160)	-	(255,160)
Total Budget	\$ 201,081,566	\$ 84,080,599	\$ 268,912,288	\$ (18,664,473)	\$ (2,414,597)	\$ 2,706,445	\$ 291,848

Budget Amendment Changes:

	Budgeted Operating Revenues*	Budgeted Non-Operating Revenues	Budgeted Expenses	Budgeted Transfers	Increase (Decrease) in Net Position (including non-recurring allocations)	Non-recurring Allocations	Increase (Decrease) in Net Position (excluding non-recurring allocations)
Springfield Campus							
Operating Fund	\$ (3,321,046)	\$ 5,795,004	\$ 2,221,263	\$ -	\$ 252,695	\$ 1,250,000	\$ 1,502,695
Total Designated Funds	-	-	131,243	-	(131,243)	-	(131,243)
Total Auxiliary System Fund	(1,114,001)	-	214,329	-	(1,328,330)	-	(1,328,330)
Total Springfield Campus	(4,435,047)	5,795,004	2,566,835	-	(1,206,878)	1,250,000	43,122
West Plains Campus							
Operating Fund	(349,667)	459,856	43,203	-	66,986	-	\$ 66,986
Total Designated Funds	-	-	4,831	-	(4,831)	-	\$ (4,831)
Total Auxiliary System Fund	-	-	5,394	-	(5,394)	-	\$ (5,394)
Total West Plains Campus	(349,667)	459,856	53,428	-	56,760	-	56,760
Total Budget	\$ (4,784,714)	\$ 6,254,860	\$ 2,620,263	\$ -	\$ (1,150,118)	\$ 1,250,000	\$ 99,882

Amended Budget:

	Budgeted Operating Revenues*	Budgeted Non- Operating Revenues	Budgeted Expenses	Budgeted Transfers	Increase (Decrease) in Net Position (including non-recurring allocations)	Non-recurring Allocations	Increase (Decrease) in Net Position (excluding non- recurring allocations)
Springfield Campus							
Operating Fund	\$ 116,252,149	\$ 77,194,779	\$ 191,767,105	\$ (5,636,268)	\$ (3,956,445)	\$ 3,956,445	\$ (0)
Total Designated Funds	18,920,505	2,664,467	20,856,716	(600,935)	\$ 127,321	-	\$ 127,321
Total Auxiliary System Fund	<u>55,709,223</u>	<u>4,514,856</u>	<u>47,445,704</u>	<u>(12,315,566)</u>	<u>\$ 462,809</u>	<u>-</u>	<u>\$ 462,809</u>
Total Springfield Campus	<u>190,881,877</u>	<u>84,374,102</u>	<u>260,069,525</u>	<u>(18,552,769)</u>	<u>(3,366,315)</u>	<u>3,956,445</u>	<u>590,130</u>
West Plains Campus							
Operating Fund	3,848,713	5,471,207	9,652,692	119,828	(212,944)	-	(212,944)
Total Designated Funds	-	485,000	447,124	(21,266)	16,610	-	16,610
Total Auxiliary System Fund	<u>1,566,262</u>	<u>5,150</u>	<u>1,363,210</u>	<u>(210,267)</u>	<u>(2,065)</u>	<u>-</u>	<u>(2,065)</u>
Total West Plains Campus	<u>5,414,975</u>	<u>5,961,357</u>	<u>11,463,026</u>	<u>(111,705)</u>	<u>(198,399)</u>	<u>-</u>	<u>(198,399)</u>
Total Budget	<u>\$ 196,296,852</u>	<u>\$ 90,335,459</u>	<u>\$ 271,532,551</u>	<u>\$ (18,664,474)</u>	<u>\$ (3,564,714)</u>	<u>\$ 3,956,445</u>	<u>\$ 391,731</u>

Carrie Tergin
Chair of the Board

Passed at Meeting of
October 19, 2018

Kristan E. Gochenauer
Secretary

XVII.B.

RECOMMENDED ACTION – Resolution to Expand Jordan Valley Innovation Center and Further Develop IDEA Commons

WHEREAS, IDEA Commons is the embodiment of Missouri State University’s vision and commitment to create an urban innovation park; and

WHEREAS, the University owns and operates the Roy Blunt Jordan Valley Innovation Center (“JVIC”), which provides a location and infrastructure for the conduct of cutting-edge research and development within a collaborative environment including both University faculty, staff, and students, as well as community partners; and

WHEREAS, the University desires to renovate and expand facilities at JVIC in a cost-efficient and fiscally responsible manner, while simultaneously catalyzing further development of IDEA Commons; and

WHEREAS, the University entered into a collaborative agreement with the City of Springfield (“City”), the Springfield Business Development Center (a subsidiary of the Springfield Area Chamber of Commerce), and the Vecino Group (a private development company) to accomplish expansion of JVIC and IDEA Commons, thereby meeting both the needs of the University and the greater Springfield community; and

WHEREAS, in support of the expansion of IDEA Commons, the Missouri Development Finance Board (“MDFB”) has approved the issuance of \$3 million in contribution tax credits and a loan of up to \$6.1 million, which terms include forming a Transportation Development District that will establish a special assessment to be used by the University to make the loan payments; and

WHEREAS, in support of the expansion of IDEA Commons, the City has approved the contribution of \$2.8 million in infrastructure improvements as well as the creation of a redevelopment plan to support local tax increment financing (“TIF”) and coordination with the Missouri Department of Economic Development for a state supplemental TIF; and

WHEREAS, in support of the expansion of IDEA Commons, the Vecino Group has agreed to apply for New Market Tax Credits; and

WHEREAS, the above funding structure provides a cost-efficient, fiscally responsible mechanism whereby the University can renovate and expand JVIC while simultaneously catalyzing further development of IDEA Commons.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University, that the President of Missouri State University is authorized to negotiate the structure and completion of the JVIC renovation and expansion and the

further development of IDEA Commons, subject to formal approval of all resulting contracts by the Board of Governors.

VOTE: AYE _____

 NAY _____

Comments:

XIX.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

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

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding...;" and "Sealed bids and related documents...;"
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...;"
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,..."

VOTE: ___ AYE

___ NAY