



**Board of Governors' Meeting**  
**Robert W. Plaster Student Union, Room 313**  
**Friday, 2/23/2018**  
**1:00 - 5:00 PM CT**

**I. Roll Call**

**II. Approval of Minutes**

*Approval of Minutes of Open Meeting of December 14, 2017 - Page 3*

**III. Consent Agenda**

**A. President**

*III.A.1. Approval of FY2018/2019 Employment Agreements for Athletic Coaches (Assistant Coaches for Football) - Page 9*

*III.A.2. Approval of Revisions to G7.05 Permanent Resident Policy - Page 20*

*III.A.3. Approval of Revisions to G5.06 International Student Scholarships and Agreements - Page 25*

**B. West Plains Campus**

*III.B.1. Approval of Actions Concerning Academic Employees - Page 27*

*III.B.2. Approval of Actions Concerning Non-Academic Employees - Page 31*

**C. Procurement and Financial**

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

**D. Facilities and Equipment**

*III.D.1. Approval of Activity Report for the Months of November 2017, December 2017, and January 2018 - Page 36*

**E. Human Resources**

*III.E.1. Approval of Actions Concerning Academic Employees - Page 39*

*III.E.2. Approval of Actions Concerning Non-Academic Employees - Page 64*

**IV. Committee Reports**

**A. Risk Management and Audit Committee**

**B. Programs and Planning Committee**

**C. Finance and Facilities Committee**

*IV.C.1. Resolution to Approve Bids and Award a Contract for the Renovation of Woods House - Page 72*

*IV.C.2. Resolution of Official Intent Toward the Issuance of Auxiliary Enterprise System Revenue Bonds, and Reimbursement of Expenditures for Auxiliary Enterprise Facilities from Proceeds of Bonds - Page 74*

**V. President's Report**

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

*Presidents Report - Page 76*

**1. Making Our Missouri Statement – The Ranger Challenge Team**

**2. Update on Budget and Affordability**

**3. Update on the West Plains Chancellor Search**

**VI. West Plains Campus**

**A. Chancellor's Report – Chancellor Drew Bennett will provide a written report regarding activities on the West Plains Campus**

*Chancellors Report - Page 77*

**B. Approval of Contract for the Purchase of Property at 701 West Main Street, West Plains, Missouri**

*Approval of Contract for Property in West Plains, Missouri - Page 79*

**VII. Academic Affairs**

**A. Faculty Senate Report**

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

*Provosts Report - Page 90*

- 1. Spring Term Online Enrollment**
- 2. Update on the Annual Tenure and Promotion Process**
- 3. New/Replacement Hires in Academic Administration Positions**
- 4. Perceptions from the AACSB Site Visit**
- 5. History of Tobacco Education Projects of the Ozarks Public Health Institute (OPHI)**

**VIII. 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 91*

**IX. 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 in the Division for Diversity and Inclusion**

*Diversity and Inclusion Report - Page 95*

**X. Student Affairs**

**A. Student Body President Report**

*Student Body President Report - Page 103*

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

*Student Affairs Report - Page 104*

**XI. 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 106*

**XII. Staff Senate**

**A. Staff Senate Report**

*Staff Senate Report - Page 107*

**XIII. Human Resources**

*XIII.A. Approval of Amendments to the Employee Handbook for Administrative, Professional and Support Staff Employees and Related Policies - Page 108*

**XIV. 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 138*

**XV. New Business**

**A. Major Discussion Item – Campus and Community Wellness Initiatives for Students**

*Campus and Community Wellness - Page 142*

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

*Closed Meeting Resolution - Page 146*

**XVII. Adjournment**

**XVIII. Date of Next Meeting: Thursday, May 17, 2018, 1 p.m., Robert W. Plaster Student Union, Room 313**

MINUTES OF THE BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
DECEMBER 14, 2017 1:00 P.M.

1. **Roll Call**

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

Also

Present- Clifton Smart III, President  
Jim Baker, Vice President for Research and Economic Development & International Programs  
Drew Bennett, Chancellor of the West Plains Campus  
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  
Kyle Moats, Director of Athletics  
Matt Morris, Vice President for Administrative Services  
Jeff Morrissey, Chief Information Officer  
Wes Pratt, Chief Diversity Officer  
Suzanne Shaw, Vice President for Marketing & Communications  
Dee Siscoe, Vice President for Student Affairs  
Kristan Gochenauer, Secretary of the Board

2. **Presiding** – The presiding officer for the meeting was Ms. Virginia Fry, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Traywick Parliamentary Room in the Plaster Student Union on the campus of Missouri State University in Springfield, Missouri.

3. **Approval of Board of Governors' Meeting Minutes** – Ms. Fry mentioned that the first item of business was the approval of the minutes for the open and closed meetings of October 27, 2017. Mr. Gregory Spears so moved, receiving the second of Ms. Beverly Miller.

Motion passed 9-0.

Ms. Fry then asked for approval of the minutes for the open meeting of November 15, 2017. Mr. Craig Frazier so moved, receiving a second from Mr. Gabriel Gore.

Motion passed 9-0.

4. **Consent Agenda** – Ms. Fry 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 Naming of the Women's and Men's Basketball Locker Rooms at Greenwood (Human Resources No. 1570-17).

West Plains Campus

Approval of Actions Concerning West Plains Campus Academic Employees (West Plains Campus Personnel No. 414-17).

Approval of Actions Concerning West Plains Campus Non-academic Employees (West Plains Campus Personnel No. 415-17).

Procurement and Financial

Approval of Procurement Activity Report for the period November 11, 2017, through November 29, 2017 (Purchasing Activity Report No. 461-17).

Facilities and Equipment

Approval of Activity Report for the month of October 2017 (Activity Report No. 299-17).

Approval of Bids and Award of a Contract for the Federal Communications Commission Channel Reassignments to Television Stations KOZK and KOZJ (Bids and Quotations No. 1552-17).

Approval of Bids and Award of a Contract for the Tower Reinforcement for KOZK Television Station (Bids and Quotations No. 1553-17).

Human Resources Items

Actions Concerning Academic Employees (Human Resources No. 1571-17).

Actions Concerning Non-academic Employees (Human Resources No. 1572-17).

Approval of Actions Concerning Non-academic Employee Salary Adjustments (Human Resources No. 1573-17).

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

Motion passed 9-0.

5. **Making Our Missouri Statement** – Dr. Dee Siscoe, Vice President for Student Affairs, introduced each of the Citizen Scholars along with members of the Citizen Scholar Selection Committee. Committee members, Ms. Carrie Tergin, Mr. Tyree Davis IV, Mr. Gabriel Gore, and Mr. Kendall Seal, assisted with the presentation of award certificates.

Dr. Siscoe then presented the resolution (Award No. 78-17) to approve the following students as Citizen Scholars for 2017-2018: Conner Aller, DeAntra Darough, Lily Johnson, Kendell Loyd, Brandon McCoy, and Micaela Wiehe. A motion was made by Mr. Kendall Seal and seconded by Mr. Spears.

Motion passed 9-0.

6. **Committee Reports:**

- A. Mr. Spears gave an overview of the November 29, 2017, Risk Management and Audit Committee meeting. The meeting began with a tabletop exercise presented by the University's senior management team and Mr. David Hall, Emergency Preparedness Manager. Four internal audit reports were then presented by Ms. Donna Christian, Director of Internal Audit and Compliance. Mr. Spears then gave an overview of this morning's meeting in which Kim Hamm, BKD Partner, and Mr. Kyle Miller, BKD Senior Associate, presented the fiscal year 2017 independent audit.

- B. Mr. Seal shared that before today's Programs and Planning Committee meeting, the Board toured the new health center. At today's meeting, presentations were given highlighting physical health and wellness, mental health and behavioral health. These presentations demonstrated that administration takes student health seriously and provides an array of services and resources related to students' physical, mental and behavioral health needs.

- C. Mr. Gore then gave an overview of the Financial and Facilities Committee meeting. The status of the residence hall project was discussed. President Clif Smart then gave an update on the budget with a review of the history of the Higher Education Student Funding Act. Agenda items V.C.1, V.C.2 and V.C.3 were discussed. The committee voted unanimously to recommend that the Board approve the three resolutions. By approving these items, authorization will be given to the University to issue \$36 million in revenue bonds, saving the University \$2.7 million over the next 18 years. At the conclusion of his report, Mr. Gore made a motion to recommend approval of the Auxiliary Enterprise System Revenue Bonds Series 2017A resolution (Finance No. 1065-17), approval of the Bond Purchase Agreement resolution (Agreement No. 405-17) and approval of the Escrow Deposit Agreement resolution (Agreement No. 406-17). Ms. Amelia Counts seconded the motion.

Motion passed 9-0.

7. **President's Report** – President Clif Smart welcomed everyone to the December commencement week. He stated that on Friday, December 15, 2017, we will graduate 1,505

students in two ceremonies at JQH Arena. During commencement, the Bronze Bear award will be given to Dr. Paul Durham (first faculty member to receive) and the Government Excellence award will be given to Senator Roy Blunt.

President Smart then discussed the history of University funding by the state. From 1994 to 2001, schools were funded the same based on how they were doing. Starting in 2012, the Performance Funding Model was adopted, which consisted of five measures that determined how new money would be appropriated. As of fiscal year 2019, the new Performance Funding Model will consist of six measures that must be met in order to keep funding level.

8. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains Campus, requested approval of the Memorandum of Understanding and Approval to Enter into an Agreement with West Plains R-7 School District (West Plains Agreement No. 53-17). Moved by Ms. Silvey and seconded by Ms. Carrie Tergin.

Motion passed 9-0.

9. **Academic Affairs:**

- A. **Faculty Senate Report** – Dr. Cindy MacGregor, Chairperson of the Faculty Senate, gave an update on the Faculty Senate Ad Hoc committees. She then presented two resolutions unanimously passed by the Faculty Senate. The first resolution recommended that an Honorary Doctorate of Public Affairs be conferred upon Ms. Roseann Knauer Bentley (Awards No. 79-17) to be awarded at the May 2018 commencement. Mr. Spears made a motion, with a second from Mr. Frazier.

Motion passed 9-0.

Dr. MacGregor then presented the second resolution recommending that an Honorary Doctorate of Public Affairs be conferred upon Mr. Stephen Kleinsmith (Awards No. 80-17) to be awarded at the May 2018 commencement. Moved by Ms. Silvey and seconded by Ms. Miller.

Motion passed 9-0.

- B. **Report from the Provost** – Dr. Frank Einhellig, Provost, proudly reported that Faculty Senate passed the 120-hour degree resolution. He then reported on the continued expansion of transfer articulation agreements with community colleges, gave an update on the progress of agreements with Ningxia University and several other China institutions; noting how all enhance University funding/resources, and raise the profile of the University locally and abroad. Dr. Einhellig then highlighted receipt of a major innovate technologies research grant from the Department of Energy.

10. **Student Affairs:**

- A. **Report from Student Body President** – Mr. Brandon McCoy, Student Body President, gave an update on the Bear with Me and the Swipe out Hunger programs. He then shared that in November the Student Senate voted to pass the 120-hour degree resolution. Mr.

McCoy stated that they recently have been conducting candidate interviews for Student Government.

- B. Commendation** – Dr. Siscoe offered commendation for Tyree Davis IV for his outstanding service as Student Governor for Missouri State University. Ms. Tergin moved the commendation, which was seconded by Ms. Miller.

Motion passed 9-0.

- 11. Staff Senate** – Mr. Robert Moore, Chairperson for the Staff Senate, shared that on January 10, 2018, the University will be holding the Staff Awards Luncheon, during which six staff members will receive the Staff Excellence in University Service Awards and two will receive Staff Excellence in Community Service Awards. Mr. Moore shared that the Staff Senate Scholarship Committee recently met and are working on ways to grow the annual scholarship fund. Last, he congratulated Governor Tyree Davis IV on his commendation.

**12. New Business:**

- A. Presentation and Discussion on Marketing and Communications** – Ms. Suzanne Shaw, Vice President for Marketing and Communications, introduced her team, sharing how each area works together to make an impact on the University. Ms. Stacey Funderburk, Director of Publications, gave an overview of publications and the role they play in student recruitment. Mr. Bob Linder, Director of Photo Services, then discussed the role that photographic services plays throughout campus through pictures and videos. Ms. Sara Clark, Director of Web and New Media, talked about the website search engine, website accessibility and mobile access as well as increased use of social media. Ms. Andrea Mostyn, Director of Communications, then gave an overview of the increased media coverage both regional and national of the University. In closing, Ms. Shaw noted the importance of communication during a crisis and having the ability to react quickly and efficiently.

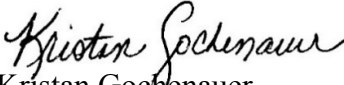
- B. Approval of the 2018 Executive Committee of the Board and Announcement of Board Committee Appointments** – Ms. Tergin, Chair-Elect, proposed that the 2018 Executive Committee be Mr. Craig Frazier, Mr. Gabriel Gore, Mr. Kendall Seal and herself. Ms. Tergin moved approval of the appointments with a second from Mr. Gore.

Motion passed 9-0.

Ms. Tergin then assigned the following individuals to Board committees. For the Risk Management and Audit Committee, she selected Mr. Gregory Spears, Chair, Ms. Carrie Tergin, Mr. Craig Frazier and Ms. Carol Silvey. Ms. Beverly Miller will serve as Chair of the Programs and Planning Committee. Mr. Craig Frazier will serve as Chair of the Finance and Facilities Committee. Ms. Beverly Miller will serve as the Foundation Representative.

**Date of Next Meeting** – The date of the next regularly scheduled meeting was set for Friday, February 23, 2018, at 1:00 p.m. on the Springfield Campus.

13. **Adjournment** – Ms. Fry adjourned the meeting at 3:59 p.m., on the motion of Mr. Tergin, the second of Ms. Counts, and the unanimous vote of the Board.

  
Kristan Goobenauer  
Secretary to the Board



III.A.1.

**RECOMMENDED ACTION – Approval of FY2018/2019 Employment Agreements for Athletic Coaches (Assistant Coaches for Football)**

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

**WHEREAS**, the University desires to continue the employment of the following nine (9) individuals as Assistant Coaches for football: Mack Brown, Peter Badovinac, Jason Ray, Sean Coughlin, Kenji Jackson, Justin Kramer, Christian Morton, Munir Prince, and Marcus Yokeley, for another year (i.e., February 1, 2018 through January 31, 2019);

**WHEREAS**, the Athletics Employment Agreements for Brown, Badovinac, Ray, Coughlin, Jackson, Kramer, Morton, Prince, and Yokeley, respectively, are attached hereto and incorporated by reference as Exhibits A;

**WHEREAS**, the Athletics Employment Agreement Terms and Conditions – Assistant Coach are attached hereto and incorporated by reference as Exhibit B; and

**WHEREAS**, the proposed Athletics Employment Agreements do not include salary increases for any of these Assistant Coaches; however, Administration would recommend that such salaries be subject to any across-the-board raises provided for all University employees.

**NOW, BE IT RESOLVED** that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018/2019 Employment Agreements for Football Assistant Coaches, and that such Employment Agreements shall be subject to and include any across-the-board raises provided to all University employees.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:**

The proposed Athletics Employment Agreements merely continue the employment of the above-referenced individuals for another year (i.e., February 1, 2018 through January 31, 2019).

These Agreements do not contemplate any salary increases over last year; however, these individuals would be eligible to receive any across-the-board salary increases provided to all University employees.



# 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:** Mack Brown

**Position:** Assistant Coach -Co-Offensive Coordinator

**Sport:** Football

**Term:** February 1, 2018-January 31, 2019

**Compensation:** \$65,934 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

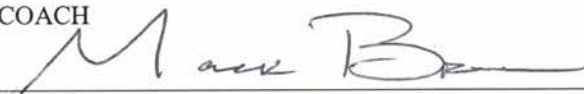
Coach may participate in camps and/or clinics.

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

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

MISSOURI STATE UNIVERSITY

  
Mack Brown, Assistant Coach

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

1/26/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



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**Name of Coach:** Peter Badovinac

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018-January 31, 2019

**Compensation:** \$51,000 annually

**Achievement Payments:**

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


**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

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

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

  
\_\_\_\_\_  
Peter Badovinac, Assistant Coach

MISSOURI STATE UNIVERSITY

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

Date

1/29/18

\_\_\_\_\_  
Date

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



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**Name of Coach:** Jason Ray

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018-January 31, 2019

**Compensation:** \$55,577 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

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

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

MISSOURI STATE UNIVERSITY

\_\_\_\_\_  
Jason Ray, Assistant Coach

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

01/24/2018

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





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**Name of Coach:** Sean Coughlin

**Position:** Assistant Coach, Co-Offensive Coordinator

**Sport:** Football

**Term:** February 1, 2018-January 31, 2019

**Compensation:** \$76,502 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

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

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

  
Sean Coughlin, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

1-26-18  
Date

Date

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



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**Name of Coach:** Kenji Jackson

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018- January 31, 2019

**Compensation:** \$51,000 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**


Coach may participate in camps and/or clinics.

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COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Kenji L. Jackson, Assistant Coach

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1-29-2018

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



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**Name of Coach:** Justin M. Kramer

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018 - January 31, 2019

**Compensation:** \$58,100 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

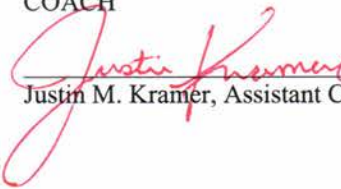
Coach may participate in camps and/or clinics.

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COACH

MISSOURI STATE UNIVERSITY

  
Justin M. Kramer, Assistant Coach

Clifton M. Smart III  
President

1/24/18  
Date

Date

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





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**Name of Coach:** Christian Morton

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018-January 31, 2019

**Compensation:** \$61,165 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

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Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

Christian Morton, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

1/23/18

Date

Date

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





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**Name of Coach:** Munir Prince

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018 -January 31, 2019

**Compensation:** \$51,000 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

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Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

Munir Prince  
Munir Prince, Assistant Coach

MISSOURI STATE UNIVERSITY

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

1-29-2018  
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:** Marcus Yokeley

**Position:** Assistant Coach

**Sport:** Football

**Term:** February 1, 2018 –January 31, 2019

**Compensation:** \$92,316 annually

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

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

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Marcus Yokeley

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

1/24/18  
\_\_\_\_\_  
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.

III.A.2.

**RECOMMENDED ACTION** – Approval of Revisions to G7.05 Permanent Resident Policy

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

**WHEREAS**, G7.05 Permanent Resident Policy is the governing policy setting forth the parameters whereby the University supports the petition for an individual employee’s permanent residency;

**WHEREAS**, Administration recommends that G7.05 Permanent Resident Policy be revised in order to both clarify and streamline the University’s permanent residency application and evaluation policy and process; and

**WHEREAS**, the proposed revisions are set forth in the attached document.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that G7.05 Permanent Resident Policy be revised as reflected in the attached document, and that any and all other policies found to be affected by this same language be revised.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Administration recommends that G7.05 Permanent Resident Policy be revised in order to clarify and streamline the University’s permanent residency application and evaluation policy and process.



# Permanent Resident Policy ~~and Forms~~

## G7.05 Permanent Resident Policy ~~and Forms~~

### FOR UNIVERSITY DEPARTMENTS Campus Permanent Resident Policy

~~(Updated September 2007)~~

Missouri State University (“University”) will only support a petition for an individual’s permanent residency in limited circumstances. Before University will sponsor an applicant’s Petition, the Permanent Residency Approval Committee (“PRAC”) will review applicant eligibility and processing priority ~~(see #5 below for PRAC membership).~~ Post-doctoral positions and other non-permanent positions (e.g. “visiting,” “acting,” “interim,” etc.) are not eligible for University-sponsored permanent residency Petitions. All attorneys’ fees for permanent residency (whether or not sponsored by the University) shall be the responsibility of the individual unless previously discussed and approved by the department and the Dean. **and the Provost of the University.** ~~The Office for Institutional Equity and Compliance (formerly the Office of Equal Opportunity) shall be responsible for overseeing this policy, and any questions should be directed to that office.~~

University will sign petitions on behalf of non-immigrants seeking permanent residence only within certain employment-based classifications as defined by U.S. Citizenship and Immigration Services (“USCIS”). ~~Before a representative from University will sign the petition, all applicants must be reviewed and approved by the PRAC.~~ Petitioners not approved by PRAC may seek outside legal counsel, but the University will not sign the petition for permanent residency. **University’s General Counsel or a private attorney properly engaged to represent the University will review externally processed petitions as required. The role of University is limited to those aspects of document preparation and submission that are directly related to the University’s interests and responsibilities as an employer.**

~~If a faculty member wishes to be considered for university sponsored permanent residency, he or she must notify the department head and must begin the process on or before the time for recommendation of appointment for a second year of employment. (see the academic work calendar for specific dates)~~ University sponsorship for legal permanent residency is separate and distinct from tenure, and approval by PRAC is not a guaranty of tenure in the future.

~~The following categories of University employees may be reviewed for University sponsorship for permanent residence, in order of priority:~~

~~Tenured/tenure track faculty or researchers who hold or have been offered a permanent\* position and qualify for the "Outstanding Professor/Researcher" category as defined by USCIS.~~

~~Tenured/tenure track and non-tenure track faculty or researchers, eligible under USCIS criteria for "members of professions with advanced degrees," provided the individual holds the highest terminal degree appropriate for a permanent\* faculty/staff appointment in the field.~~

In limited circumstances, University employees possessing academic or non-academic appointments may be considered for University sponsorship after PRAC review and approval.

~~University will not sponsor permanent resident petitions for "visiting" faculty or staff positions or other temporary positions, such as visiting professors, post-doctoral fellows, post-doctoral associates, graduate research or teaching assistants, etc. Though it is possible that a post-doctoral fellow or visiting scholar could be employed for a duration of three years, the nature of these appointments is considered temporary employment.~~

University reserves the right to determine acceptable cases under this category where the long-term services of such an employee are deemed to be in the best interests of the University and would serve to further the University's missions of teaching, research and public service. In addition, there must be assurances of a long-term commitment on the part of both the employing department and the employee.

~~The University sponsoring department in consultation with the Dean will adhere to the following guidelines:~~

~~The department will devote the staff time necessary to initiate requests for PR sponsorship by the University. This will include completing certain forms, providing verification statements, letters of support, and other supporting documentation required for the preparation of a permanent residency application.~~

~~The department must pay any filing fees required by federal agencies for all cases approved by PRAC.~~

University policies must be followed in regard to recruitment and hiring of any faculty/staff position, including those that may be petitioned for under the employment-based permanent residence policy.

No University department, unit or individual should promise current or prospective employees that the University would obtain permanent residence on their behalf. ~~The decision to file such a petition must be supported by the appropriate department head in consultation with the Dean and approved by PRAC. The petition process is lengthy, involving up to three government agencies, and the final decision to grant permanent residence must be made by U.S. Citizenship and Immigration Services (USCIS). It is never a certainty that permanent residence will be approved, and therefore should not be promised as an enticement.~~

A Permanent Residency Approval Committee, composed of the following: Provost or Deputy/Associate Provost, College Deans, Chancellor of Mountain Grove, Chancellor of West Plains, the Director of Human Resources, Equal Employment Opportunity Office (ex-officio non-voting member) and General Counsel's Office (ex-officio non-voting member) will review cases, establish institutional PR processing priorities, and determine the appropriateness of cases that have been recommended by a University department. ~~Cases deemed inappropriate for University sponsorship will be returned to the initiating department with a written explanation of the denial.~~

~~1.—A private attorney must not be engaged to represent the University in any nonimmigrant or immigrant petition or application unless approved by the Office of General Counsel and the President in accordance with University policy. Any external employment-based PR petitions shall require review by University's General Counsel or private attorney hired by the University. Before engaging a private attorney, it is recommended that a foreign national consult with the Office for Institutional Equity and Compliance to obtain names of attorneys who have been approved to represent the University. A foreign national is free to retain counsel to obtain his or her own legal advice or representation; however, in order for a private attorney to be able to represent both the foreign national and the University for permanent residence processing, the attorney must be a University approved private immigration attorney. The University will not reimburse individuals for legal expenses, whether or not the University has permitted the attorney to also represent the University for purposes of permanent residency processing, unless specifically approved as stated in this policy.~~

~~The University Permanent Residency Form is Available online (You need Microsoft Word to view this file)~~

~~\* Note: "Permanent" is defined by U.S. Citizenship and Immigration Services (USCIS) as a position~~

*in which there is no anticipated ending date on the part of both the employer and the employee. In the case of positions that are grant-funded, it is possible to consider them to be permanent provided there is a reasonable expectation that the funding will continue into the foreseeable future.*

*UNIVERSITY defines a “permanent” position, for the purposes of where there is a reasonable expectation that funding is available for at least three years. The term “permanent” should not be construed to suggest future employment without regard to University employment policies and budget considerations.*



III.A.3.

**RECOMMENDED ACTION** – Approval of Revisions to G5.06 International Student Scholarships and Agreements.

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

**WHEREAS**, G5.06 International Student Scholarships and Agreements is the University's governing policy setting forth the general principles and considerations by which scholarships are awarded to international students;

**WHEREAS**, the policy currently empowers only the Vice President for Research and Economic Development and International Programs to determine criteria for awarding international student scholarships and to negotiate and approve agreements which implement this policy on behalf of the University;

**WHEREAS**, Administration recommends that G5.06 International Student Scholarships and Agreements be revised to empower both the Provost and the Vice President for Research and Economic Development and International Programs, as well as their delegatee(s), to determine criteria for awarding the scholarships and to negotiate and approve agreements which implement this policy on behalf of the University; and

**WHEREAS**, such recommendation is made in recognition of the need for University administrators other than the Vice President for Research and Economic Development and International Programs to establish, maintain, and negotiate relationships with international partners, in order to ensure strong and continue recruitment of international students.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that G5.06 International Student Scholarships and Agreements Policy be revised as reflected in the attached document.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Under the proposed revision, both the Provost and the Vice President for Research and Economic Development and International Programs, as well as their delegatee(s), will be authorized to determine criteria for awarding international student scholarships and to negotiate and approve agreements which implement this policy on behalf of the University.

# International Student Scholarships and Agreements

## G5.06 International Student Scholarships and Agreements

It is the policy of Missouri State University to encourage qualified international students to attend the University. The Board of Governors grants the following without further approval, recognizing there may be deviations from the fee resolution:

- To award scholarships to international students in the amount of seventy-five percent (75%) of non-resident tuition when these students come to the University from a program sponsored by the United States Department of State;
- To award fee reductions to international students up to 75% of nonresident portion of tuition when these students come to the University from a collaborating foreign institution of higher education.
- Allow the Vice President for Research and Economic Development and International Programs to approve fees for short-term noncredit English Language Institute classes.
- All students must meet admission relevant criteria of the University.

In order to implement the above-referenced policy regarding fee reductions, the Provost, the Vice President for Research and Economic Development and International Programs, and/or their delegatee(s) shall (1) determine criteria for awarding the scholarships; and (2) negotiate and approve agreements which implement this policy on behalf of the University.

Line of Authority

**Responsible administrator and office:** Vice President for Research and Development and International Programs

**Contact person in that office:** Assistant Vice President for International Programs

III.B.1.

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

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

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

**(See Addendum A for Supplemental Payments for the spring 2018 semester)**

**(See Addendum B for Per Course Faculty Payments for the spring 2018 semester)**

**VOTE:**      **AYE** \_\_\_\_\_

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

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$1,093
Cathy Boys	CIS/Division Chair	\$8,732
Cindy Bridges	MGT	\$1,800
Judy Carr	EDU/SOC/Division Chair	\$11,879
Barbara Caton	ALH/NUR	\$8,081
Bruce Cavitt	IDS	\$1,000
Anyta Cavitt	EDU/IDS	\$1,929
Christine Combs	EDU	\$700
Melinda Denton	MTH	\$410
Ana Estrella	BIO/BMS	\$1,043
Alexandra Graham	ENG	\$3,766
James Hart	CIS	\$2,004
Ronald Hensley	TEC	\$546
Lindsay Hill	NUR	\$3,680
Carla Huddleston	NUR	\$4,130
Renee Keith	CFD	\$1,533
Mary Kellum	IDS	\$1,400
Jason McCollom	HST	\$3,091
Michael Orf	HST/PLS/SOC	\$10,859
Gary Phillips	IDS	\$5,910
Alex Pinnon	HNR/PHI	\$1,200
Joseph Rugutt	CHM	\$2,100
Dasha Russell	CIS/FIN	\$2,278
Scott Schneider	CIS	\$2,004
Brenda Smith	CFD	\$3,301
Tera Smith	CGP	\$2,399
Rajiv Thakur	GRY	\$1,342
Jay Towell	MTH/Division Chair	\$10,587
Jerry Trick	MTH/IDS Coord. Duties	\$4,500
Lisa Wade	NUR	\$5,447
Laurie Wall	CFD	\$182
V. Jane Ward	EDU	\$8,876
Benjamin Wheeler	BIO	\$4,914
David White	BUS/MGT/EPR/ Internships/Dist. Learn. Coord.	\$6,374
Linda Wulff-Risner	AGR/Internships	\$4,007

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Aguero, Valda	ART	\$1,800
Allsman, Virginia	PSY	\$1,800
Anderson, Elliott	REL	\$3,600
Austin, Kathryn	PSY	\$2,100
Blackburn, Paula	COM	\$3,600
Brannan, Sherryl	KIN	\$1,404
Bynum, Sharon	HST	\$3,600
Cockrum, Cleo	IDS	\$1,800
Davis, Lillard	GRY	\$1,800
Davis, Mary	GLG	\$2,604
Driscoll, Joseph	FIN	\$1,800
Dykes, Barbara	CHM	\$3,685
Emslie-Drummond, Dennis	VIN	\$1,200
England, Paula	CFD	\$3,600
Ferree, Nathan	CGP	\$3,804
Fox, Emily	PSY	\$1,800
Fugitt, Stephen	REL	\$3,600
Fugitt, Stephen	REL	\$4,200
Fulbright, Joanna	ENG	\$1,800
Geller, Joseph	VIN	\$1,800
Giannini, John	VIN	\$1,800
Hall, Lesa	CIS	\$2,004
Hall, William	MUS	\$804
Hamill, Frank	VIN	\$2,100
Hampsten, Darrell	EPR	\$1,500
Hansen, John	ENG	\$3,600
Harper-McAfee, Sherry	COM	\$1,800
Hobbs, Danny	SOC	\$3,600
Hobbs, Linda	MTH	\$4,008
Holloway, Jewel	IDS	\$1,200
Holman, Rebecca	SOC	\$5,400
Holmes, Mycroft	MTH	\$2,000
Hufstедler, Melissa	MUS	\$1,800
Hutchings, Billie	SOC/SWK	\$3,600
Jennings, Craig	AGR	\$936
Johnson, Janice	IDS	\$1,800
Killian, Candace	HST	\$2,100
Kimmons, Carl	CSC/PHY	\$6,012
Kitt, Robert	ART	\$3,600
Kwon, Seongchun	MTH	\$2,100

**ADDENDEM B cont'd.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Luna, Barbara	CIS	\$4,008
Mahan, Darrell	SOC	\$1,800
Mahan, Elizabeth	PSY	\$1,800
Mainprize, Howard	BIO	\$3,976
Mayers, David	ENV	\$2,604
McCully, Angela	CIS	\$2,004
McWilliams, Scott	AGR	\$1,800
Mulford, Heather	CIS	\$4,008
Nicholson, Anthony	ENG	\$2,663.91
Nigliazzo, Michele	CRM	\$4,200
Pendergrass, R	PLS	\$4,200
Perry, Malynne	HST	\$1,800
Peterson, Bonnie	PHY	\$2,808
Priest, Shelia	REL	\$1,800
Ragsdale, Kimberly	COM	\$1,800
Rowan, Ashley	ENG	\$3,000
Roylance, Laurette	BIO	\$3,006
Self, Jason	CHM	\$3,604
Sperry, Janice	MUS	\$1,800
Starkey, Deborah	ENG	\$1,500
Story, Randy	THE	\$1,800
Suggs, Hannah	COM	\$3,600
Tate, Krista	HST	\$3,600
Teeter, Bethany	CRM/LWE	\$5,400
Thakur, Patricia	PSY	\$3,600
Trotter, Sonie	SOC	\$3,600
Trowbridge, Susan	SPN	\$1,800
Tucker, Holly	CFD	\$3,804
Tumminia, Eric	ENG	\$4,800
Vandergriff, Alice	ART	\$3,600
Wall, Scotty	PHI	\$632
Whitsell, Terri	IDS	\$1,200
Williams, Barbara	ART	\$1,800
Williams, Bridget	IDS	\$1,152
Williams, Julie	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>
Melody J. Hubbell	Director of Development WP Development	45	\$52,000 Annually	01/04/2018
Victoria L. Bean	Food Service Attendant WP Food Services	20	\$21,320 Annually	11/20/2017
David A. Young	Director of Information Technology WP Information Technology Services	47	\$62,867 Annually	11/27/2017

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Sheila F. Barton	From: Project Manager, TAACCCT Grant WP TAACCCT Grant To: Program Manager, Workforce & Apprenticeship Opportunities SCWIB Grant	Title Change	10/01/2017

**VOTE:**     **AYE** \_\_\_\_\_

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

III.C.1.

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

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

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

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Recommend the attached report summarizing all reportable Office of Procurement Services activity from November 29, 2017 through February 7, 2018 be approved.



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

**FOR INFORMATIONAL PURPOSES ONLY**

**Exercise of contract renewal option for the purchase of goods and services estimated >  
\$25,000 < \$250,000**

**Custodial Supplies \$199,675.64  
Campus Wide (Estimated)**

Renewal executed for Contract C7442-1 Custodial Supplies for garbage bags, mop heads, and paper products.

This renewal is the first (1) of four (4) available contract renewal options, and **subject to need and continued satisfactory performance, the University will continue to exercise the remaining available annual renewable options.** Contract prices are based on the renewal option percentage listed in the contract.

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

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

**Autoclave \$212,635.00  
Jordan Valley Innovation Center (JVIC)**

To maintain JVIC as a state-of-the-art facility, with the ability to conduct cutting-edge research and assist companies with new technology development, investment in additional research and development equipment is necessary. The requested autoclave will help JVIC continue its mission of product development for corporate partners and interdisciplinary educational experiences for students.

A composites autoclave is a pressure vessel used to process parts and materials that require exposure to elevated pressure and temperature, such as carbon composites used in the aerospace industry.

Over the past few years, JVIC has continued to grow its composites processing capabilities through infrastructure development and project acquisition, and it routinely processes materials and parts for clients with the existing autoclave system.



**ACTIVITY REPORT  
PAGE THREE**

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 these 106 journals through its contract vendor, Harrassowitz. However, Harrassowitz no longer offers any extension of credit or prepayment subscription discount on these titles, as they have in the past. Therefore, the University now works directly with the publisher, Elsevier B. V. By subscribing directly, the savings to the University is one percent (1%). The period covered by this renewal is January 1, 2018 through December 31, 2018.

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

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

<b>Broadcast Transmission Line and Component, Digital Television Ozarks Public Television – KOZK-DT</b>	<b>\$350,000.00 (Estimated)</b>
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Ozarks Public Television (KOZK-DT), licensed to Missouri State University, must replace the transmission line on its 2000 foot broadcast tower as part of the Federal Communications Commission Channel Repack. KOZK-DT will be moving from channel 23 to channel 16 as part of Phase One, 18-025 FCC Channel Reassignments.

Delivery location for KOZK is 905 State Highway FF, Fordland, Missouri. This solicitation is for the purchase of the transmission line and components only.

American Tower Company (ATC) will hire the installation contractor and will oversee the installation.

Responses were received from five bidders. Recommend award to Dielectric, LLC as the lowest respondent.

**The transmission line purchase was part of a previous Administrative Services resolution approved by the Board on the December 14, 2017 for the Reinforce Tower project.** The furniture, fixtures, and equipment (FF&E) paragraph was included that would allow purchase of the item without additional approval.

**Note: Funding to be from the KOZK Fordland Reassign Capital Budget funded by federal funds.**

III.D.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the months of November 2017, December 2017, and January 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 November 2017, December 2017, and January 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**

**November 2017, December 2017, and January 2018**

This report documents activities managed by Planning, Design & Construction for the months of November 2017, December 2017, and January 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.

**November 2017**

No activity to report.

**December 5, 2017**

<b>Outside Plant Wiring Contract Networking and Telecommunications</b>	<b>Project Budget \$150,000.00</b>
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A notice of award was issued to L&B Services, LLC for renewal of the outside plant wiring contract for the Networking and Telecommunications department on the Springfield, Mountain Grove, and West Plains campuses, as well as other outlying properties owned by the University. This contract provides voice and data wiring, as well as on-site installation services on a unit price basis. The cumulative total of this contract may not exceed \$150,000.00 during the renewal period. This is the third of four available renewals for this contract. The renewal period shall remain in force until October 31, 2018. This contract will be administered by Networking and Telecommunications.

**December 18, 2017**

<b>Modifications to Area 208, Jordan Valley Innovation Center</b>	<b>Project Budget \$111,500.00</b>
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Bids were received to modify area 208 to allow for additional research activities. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$87,800.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Bales Construction Company, Inc.	\$87,800.00
Nesbitt Construction, Inc.	\$88,800.00
Rio Contracting, LLC	\$97,800.00
Oke-Thomas + Associates, Inc.	\$99,600.00
DeWitt & Associates, Inc.	\$106,240.00
Kenmar Construction, Inc.	\$109,132.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 10,900.00
Construction Contracts	87,800.00
Project Administration	5,000.00
Construction Contingency	6,800.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	1,000.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$111,500.00</b>

This project is being funded by the Roy Blunt Jordan Valley Innovation Center Rental Account budget.

**January 8, 2018**

<b>Install Additional Linesets, Juanita K. Hammons Hall for the Performing Arts</b>	<b>Project Budget \$124,800.00</b>
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Bids were received to install additional linesets. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$99,803.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Kenmar Construction, Inc.	\$101,603.00
Bales Construction Company, Inc.	\$106,800.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Costs per bid	101,603.00
Agreed upon reductions	<u>1,800.00</u>
Total Construction contract award	99,803.00
Project Administration	9,980.30
Construction Contingency	15,016.70
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$124,800.00</b>

Since the bidding of this project, the University has worked with the low bidder, Kenmar Construction, Inc. to look for cost savings available that would not change the overall project. Looking at costs, the University has agreed to reduce bid costs by \$1,800.00. This project is being funded by the Juanita K. Hammons Hall Operations budget.

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>
Sarah J. Baker	Assistant Professor Childhood Ed & Family Studies	\$55,000 annually	08/13/18
Liza M. Cobos	Assistant Professor Hospitality Leadership	\$70,000 annually	08/13/18
Christopher Collins	Assistant Professor Communication	\$51,000 annually	08/13/18
Daniel Goering	Assistant Professor Management & Information Technology	\$125,000 annually	08/13/18
Michael B. La Monica	Assistant Professor Kinesiology	\$54,000 annually	08/13/18
Robert T. Lewis	Assistant Professor Media, Journalism & Film	\$52,000 annually	08/13/18
John C. Naegle, Jr.	Assistant Professor School of Accountancy	\$130,000 annually	08/13/18
Sara M. Rothberger	Assistant Professor Kinesiology	\$54,000 annually	08/13/18
Soo Il Shin	Assistant Professor Management & Information Technology	\$120,000 annually	08/13/18
Ravi Thambusamy	Assistant Professor Management & Information Technology	\$120,000 annually	08/13/18

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Maxwell A. Barffour	Visiting Assistant Professor	\$43,500	01/08/18
	Master of Public Health Program (75% FTE)	annually	05/17/19
Joel W. Coltharp	Instructor	\$40,000	01/08/18
	English	annually	05/17/19
Steve Samuelson	Instructor	\$45,000	01/08/18
	Management & Information Technology	annually	05/17/19
Gay D. Carson	Clinical Instructor	\$37,000	01/16/18
	School of Nursing	annually	05/17/19
Karla D. Conner	Clinical Assistant Professor	\$59,000	08/13/18
	School of Nursing	annually	05/17/19
Maria L. Shade	Clinical Assistant Professor	\$59,000	08/13/18
	School of Nursing	annually	05/17/19
Alisha J. Tuttle	Clinical Assistant Professor	\$59,000	08/13/18
	School of Nursing	annually	05/17/19

(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>
Michael Stowe	Senior Instructor	12/18/17
	English	
Jo E. Branstetter-Hall	Assistant Professor	01/05/18
	School of Nursing	
	(12-month appointment)	



**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Belinda McCarthy	Professor Counseling Leadership & Special Ed	12/15/17
Sharon K. Giboney	Clinical Assistant Professor Physician Assistant Studies (12-month appointment)	03/31/18
Deanne Camp	Professor Reading, Foundations & Technology	05/18/18
Christine Combs	Instructor Childhood Ed & Family Studies	05/18/18
Sharon Harper	Professor Art & Design	05/18/18
Vickie Haynes	Instructor Childhood Ed & Family Studies	05/18/18
Cynthia Libby	Professor Music	05/18/18
Michael A. Murray	Professor Music	05/18/18
Rose A. Utley	Professor School of Nursing	05/18/18
Steven W. Hinch	Associate Professor Reading, Foundations & Technology	12/14/18

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Anne Colombo	Senior Instructor Modern & Classical Languages	01/08/18 08/03/18

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Marcia K. Himes	Assistant Professor Physical Therapy From: \$82,000 annually To: \$83,000 annually	Salary Adjustment	01/01/18
Joyce Lopez	From: Sr. Instructor Management & Information Technology To: Faculty Emeritus Management & Information Technology	Status Change	01/01/18
Jeffrey Jones	From: Associate Professor Finance & General Business \$126,203 annually To: Interim Department Head Associate Professor Finance & General Business \$126,203 annually (\$2,500 monthly supplemental)	Status Change	01/22/18 06/30/19
Ashley K. Paul	From: Visiting Assistant Professor School of Nursing \$58,500 annually (9-month appointment) To: Clinical Assistant Professor School of Nursing \$72,000 annually (12-month appointment)	Status Change & Salary Adjustment	06/01/18 06/30/19

Academic Personnel Board Actions, cont'd.

Page 5

Kent Ragan	From: Department Head Professor Finance & General Business \$145,726 annually  To: Professor Finance & General Business \$133,000 annually	Status Change & Salary Adjustment	01/01/18
Kent Ragan	From: Professor Finance & General Business \$133,000 annually  To: Interim Associate Dean College of Business Professor Finance & General Business \$133,000 annually (\$3,363 monthly supplemental)	Status Change	01/01/18
Barry Wisdom	From: Professor Management & Information Technology  To: Faculty Emeritus Management & Information Technology	Status Change	01/01/18
Michael A. Murray	From: Professor Music  To: Faculty Emeritus Music	Status Change	06/01/18
David M. Cornelison	From: Department Head Professor Physics, Astronomy & Materials Science \$124,142 annually  To: Professor Physics, Astronomy & Materials Science \$93,452 annually	Status Change	06/30/18

Robert A. Mayanovic	From: Distinguished Professor Physics, Astronomy & Materials Science \$96,209 annually (9-month appointment) To: Department Head Distinguished Professor Physics, Astronomy & Materials Science \$117,589 annually (12-month appointment)	Status Change	07/01/18
Vonda K. Yarberry	From: Interim Department Head Professor Art & Design \$80,851 annually (\$1,061 monthly supplemental) To: Department Head Professor Art & Design \$110,000 annually	Status Change	07/01/18 06/30/23
Pamela J. Henson	From: Senior Instructor Mathematics To: Faculty Emeritus Mathematics	Status Change	08/02/17

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

**COMMENTS:**

**Sarah J. Baker, Assistant Professor, Childhood Ed & Family Studies**

Ph.D. Texas State University, 2016  
M.Ed. Texas State University, 2009  
B.A. Concordia University, 2002

Experience: 2010 – Present, Assistant Professor, Concordia University-Texas, Austin, Texas; 2011 – Present, Director of Early Childhood/Elementary Undergraduate Education, Concordia University-Texas, Austin, Texas; 2016 – Present & 2012 – 2014, Chair of Major – Undergraduate Teacher Education, Concordia University Texas, Austin, Texas; 2008 – 2010, Assistant Principal, Canyon Creek Elementary, Round Rock Texas; 2005 – 2008, ESL Elementary Teacher, Cactus Ranch Elementary, Round Rock, Texas; 2002 – 2005, ESL Elementary Teacher, Berkman Elementary, Round Rock, Texas; 2003 – 2006, ESL Summer School Teacher, PK/Kindergarten, Bluebonnet Elementary, Round Rock, Texas.

**Liza M. Cobos, Assistant Professor, Hospitality Leadership**

Ph.D. University of Central Florida, 2017  
M.S. University of Central Florida, 2006  
B.BA. Loyola University, 2001

Experience: 2016 – 2017, Lecturer, University of Central Florida Rosen College of Hospitality Management, Orlando, Florida; 2016, Research Assistant, University of Central Florida Rosen College of Hospitality Management, Orlando, Florida; 2012 – 2016, Graduate Teaching Associate, University of Central Florida Rosen College of Hospitality Management, Orlando, Florida; 2009 – 2012, Corporate Rental Manager, Wyndham Vacation Ownership, Orlando, Florida; 2007 – 2010, Adjunct Professor, Valencia Community College, Orlando, Florida; 2008 – Trainer II, Wyndham Vacation Resorts, Orlando, Florida; 2007 – 2008, Inventory Yield Specialist, Wyndham Vacation Resorts, Orlando, Florida; 2004 – 2006, Graduate Research Specialist, University of Central Florida Rosen College of Hospitality Management, Orlando, Florida; 2004 – 2006, Hostess, Marriott International Renaissance Resort at SeaWorld, Orlando, Florida.

**Christopher C. Collins, Assistant Professor, Communication**

Ph.D. Southern Illinois University, Carbondale, 2009  
M.A. Miami University of Ohio, 2004  
B.A. West Texas A&M University, 2002

Experience: 2015 – Present, Manager, Hopkins Black Box Theatre, Louisiana State University, Baton Rouge, Louisiana; 2015 – Present, Instructor, Louisiana State University, Baton Rouge, Louisiana; 2010 – 2015, Assistant Professor, Angelo State University, San Angelo, Texas; 2009 -2010, Visiting Assistant Professor, St. Cloud State University, St. Cloud Minnesota; 2004 – 2009, Graduate Teaching Assistant; Southern Illinois University, Carbondale, Illinois; 2002 – 2004, Graduate Teaching Assistant, Miami University of Ohio, Oxford, Ohio.

**Daniel D. Goering, Assistant Professor, Management & Information Technology**

Ph.D. University of Iowa, May 2018 (Expected)  
B.A. Truman State University, 2007

Experience: Present, Undergraduate Coaching, University of Iowa, Iowa City, Iowa; 2013 – 2015, Instructor, University of Iowa, Iowa City, Iowa; 2012 – 2013, Team & Project Management Consultant for OPM3 phase-gate assessment, U.S. Army, Dearborn, Michigan; 2010 – 2012, Director of Business Development, Chrysan Industries, Inc., Plymouth, Michigan; 2008 – 2010, Regional/OEM Sales & Marketing Manager, JX/Nippon Oil & Energy Corporation, Itasca, Illinois; 2007- 2008, Sales & Global Supply Chain Manager, Mikuni American Corporation, Schaumburg, Illinois; 2004 – 2007, Entrepreneur/Management Consultant Contractor, Pasona Group, Inc., Tokyo, Japan; 2002 – 2004, Volunteer Representative, The Church of Jesus Christ of Latter-Day Saints, Sapporo, Japan.

**Michael B. La Monica, Assistant Professor, Kinesiology**

Ph.D. University of Central Florida, ABD  
M.S. University of Central Florida, 2014  
B.S. Rutgers University, 2009

Experience: 2016 – Present, Graduate Teaching Assistant, University of Central Florida, Orlando, Florida; 2014 – Present, Doctoral Graduate Research Assistant, University of Central Florida, Orlando, Florida; 2014 – Present, Graduate Teaching Associate, University of Central Florida, Orlando, Florida; 2009 – 2012, Exercise Physiologist, Somerset Medical Center, Bridgewater, New Jersey.

**Robert T. Lewis, Assistant Professor, Media, Journalism & Film**

M.F.A. University of North Texas, 2012  
B.A. Texas A&M University-Corpus Christi, 2009

Experience: 2015 – Present, Freelance Filmmaker, Los Angeles, California; 2013 – 2015, Assistant Professor, Texas A&M University – Corpus Christi, Corpus Christi, Texas; 2013, Adjunct Instructor, University of North Texas, Denton, Texas; 2011 – 2012, Teaching Fellow, University of North Texas, Denton, Texas; 2010 – 2012, Teaching Assistant, Teaching Assistant, University of North Texas, Denton, Texas.

**John C. Naegle, Jr., Assistant Professor, School of Accountancy**

Ph.D. University of Kansas, Expected May 2018  
M.Acc. Brigham Young University, 2005  
B.S. Brigham Young University, 2005

Experience: 2008 – 2013, Technical Reviewer, Texas Society of CPAs, Dallas, Texas; 2004 – 2008, Audit & Enterprise Risk Services, Deloitte & Touche LLP, Dallas, Texas; 2003 – 2005, Research Assistant, Brigham Young University, Provo, Utah.

**Sara M. Rothberger, Assistant Professor, Kinesiology**

Ph.D. University of North Carolina at Greensboro, 2017  
M.S. Georgia Southern University, 2014  
B.A. Bachelor of Arts, 2012

Experience: 2016 – 2017, Adjunct Faculty, Guilford College, Greensboro, North Carolina; 2015 – 2017, Graduate Teaching Assistant, University of North Carolina at Greensboro, Greensboro, North Carolina; 2014 – 2016, Teaching Assistant, University of North Carolina at Greensboro, Greensboro, North Carolina; 2012 – 2013, Graduate Teaching Assistant, Georgia Southern University, Statesboro, Georgia.

**Soo Il Shin, Assistant Professor, Management & Information Technology**

PhD. Auburn University, 2014  
M.A.S. Georgia State University, 2008  
M.B.A. Sogang University, 2003  
B.S. Sogang University, 1998

Experience: 2015 – Present, Assistant Professor, University of Wisconsin at Green Bay, Green Bay, Wisconsin; 2016 – Present, Faculty, University of Wisconsin – Extension, Madison, Wisconsin; 2015 – Adjunct Professor, Auburn University, Auburn, Alabama; 2008 – 2014, Graduate Teaching Assistant, Auburn University, Auburn, Alabama; 2010 – 2014, Graduate Program Coordinator Assistant, Auburn University, Auburn, Alabama; 2006 – 2008, Graduate Research Assistant, Georgia State University, Atlanta, Georgia.

**Ravi Thambusamy, Assistant Professor, Management & Information Technology**

Ph.D. University of North Carolina at Greensboro, 2014  
M.S. University of North Carolina at Greensboro, 2008  
M.S. Oklahoma State University, 2000  
B.E. Anna University, 1995

Experience: 2013 – Present, Assistant Professor, University of Arkansas at Little Rock, Little Rock, Arkansas; 2008, Information Security Intern, AIG United Guaranty; 2006, Technical Support Executive, Sutherland Global Services; 2003 – 2006, Information Technology Head, BT Enabler; 2002 – 2003, Information Technology Development Manager, Tora-Interactive Solutions Private Limited; 1995 – 1996, Assistant Systems Analyst, Tata Consultancy Services.



**ADDENDUM A**

**The following have been appointed as Per Course Faculty for the Fall semester: August 21, 2017 through December 15, 2017.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Aldrich, Donna	Reading Foundations & Tech	\$356.00
Athmer, Keith	Management & Information Tech	\$880.00
Elliott, W. Anson	Agriculture	\$5,140.00
Hisle, Melissa	English	\$840.00
Hope, Kathryn	School of Nursing	\$760.00
Hunt, Dana	School of Nursing	\$640.00
Johnson, David	Biomedical Sciences	\$900.00
Miller, Myra	Management & Information Tech	\$800.00
Niekamp, Melissa	School of Nursing	\$720.00
Sherman, Dana	Master of Public Health	\$680.00
Sims-Giddens, Susan	School of Nursing	\$573.00
Townsley, Megan	English	\$880.00

**The following have been appointed as Per Course Faculty for the Spring semester: January 16, 2018 through May 18, 2018.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Alberty, Amber	Management & Information Tech	\$3,000.00
Aldrich, Donna	Reading Foundations & Tech	\$2,745.00
Allen, Nancy	Finance & General Business	\$4,000.00
Allgeier, Stephanie	Theatre & Dance	\$3,575.00
Anderson, Barbara	English	\$2,448.00
Anderson, Marty	Criminology	\$3,000.00
Appelquist, John	Criminology	\$6,000.00
Arciniegas, Guillermo	Modern & Classical Languages	\$4,896.00
Armstrong, Barrington	Foreign Language Institute	\$2,448.00
Baker, Joann	Comm Sciences & Disorders	\$2,445.00
Baker, Ryan	Art & Design	\$2,448.00
Baker, Shane	Childhood Ed & Family Studies	\$3,260.00
Baltes, Jennifer	Psychology	\$4,075.00
Baltzell, Felicia	Modern & Classical Languages	\$2,448.00
Barker, Michael	Physical Therapy	\$2,030.00
Barnett, Helen	Outreach Registration	\$2,754.00
Batchman, Marluce	Foreign Language Institute	\$4,896.00

Academic Personnel Board Actions, cont'd.

Page 12

Beberniss, Kathy	Biomedical Sciences	\$5,075.00
Beckman, Daniel	Biology	\$6,308.00
Behnke, Robert	Physical Therapy	\$915.00
Bennett, Susan	Theatre & Dance	\$5,397.00
Bergant, Amy	Modern & Classical Languages	\$2,448.00
Berman, Ilan	Defense & Strategic Studies	\$6,800.00
Bihlmeyer, James	Media Journalism & Film	\$2,754.00
Black, Angela	Theatre & Dance	\$3,575.00
Bodenstein, Amanda	History	\$2,448.00
Boon, Austin	Psychology	\$4,890.00
Borich, Lynn	Communication	\$5,508.00
Borich, Michael	Media Journalism & Film	\$5,508.00
Borovicka, Joseph	Art & Design	\$3,162.00
Botsford, Diana	Media Journalism & Film	\$2,754.00
Bowden, Dennis	Defense & Strategic Studies	\$6,800.00
Bowlin, Thomas	Art & Design	\$2,448.00
Bozarth, Mary	Criminology	\$3,000.00
Brady, Katherine	Marketing	\$6,600.00
Brammer, Ronald	Music	\$2,145.00
Brasier, Jason	Media Journalism & Film	\$2,448.00
Brinkman, Bryan	History	\$2,754.00
Brocaille, Nicole	Psychology	\$2,445.00
Bronson, Lisa	Defense & Strategic Studies	\$13,600.00
Brown, Gina	Childhood Ed & Family Studies	\$2,445.00
Bruce, Richard	Tech & Construction Mgmt	\$3,300.00
Buckle-Lamy, Susan	Childhood Ed & Family Studies	\$3,260.00
Budd, Emily	Art & Design	\$4,896.00
Buening, Caitlin	Physical Therapy	\$1,830.00
Buergler, Melanie	Outreach Registration	\$2,448.00
Bullard, Steven	Accounting	\$5,003.00
Bumgardner, Samuel	Computer Science	\$1,320.00
Burton, Kathleen	Reading Foundations & Tech	\$1,630.00
Bush, Rachel	Outreach Registration	\$2,145.00
	Theatre & Dance	\$2,145.00
Bussey, Marie	Art & Design	\$4,896.00
Butts, Michelle	Chemistry	\$4,890.00
Byrket, Jacqueline	Psychology	\$1,630.00
Call, Anna	Comm Sciences & Disorders	\$4,890.00
Cameron, Paul	Biomedical Sciences	\$7,950.00
Cantrell, Jena	Music	\$1,187.00
Cantrell, Jennifer	Counseling, Lead & Spc Ed	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 13

Capeci, Dominic	History	\$6,266.00
Carcamo, Felipe	Modern & Classical Languages	\$2,448.00
Carleton-Marshall, Sarah	History	\$1,632.00
Carstens, Kenneth	Sociology & Anthropology	\$3,000.00
Carver, Jeanie	Criminology	\$3,000.00
Casada, Amy	Kinesiology	\$4,431.00
Chapman, Bryan	Mathematics	\$2,445.00
Chapman, Doren	Media Journalism & Film	\$2,448.00
Chase, Keisy	Management & Information Tech	\$3,000.00
Chenoweth, Amelia	Counseling, Lead & Spc Ed	\$2,445.00
Choate, Lenetta	Psychology	\$2,745.00
Christiansen, Ashley	Psychology	\$5,490.00
Cockrum, Leslie	Comm Sciences & Disorders	\$2,445.00
Collier, Meaghan	Outreach Registration	\$2,448.00
Collins, Christopher	Outreach Registration	\$5,508.00
Collins, Daisy	Reading Foundations & Tech	\$5,490.00
Conaway, Christy	English	\$2,448.00
Condict, Glenda	Reading Foundations & Tech	\$2,745.00
Cook, Heather	English	\$2,448.00
Cooper, Cynthia	Biomedical Sciences	\$4,000.00
Coulter, Adam	Geography Geology & Planning	\$2,595.00
Cowsert, Derek	English	\$2,448.00
Crabtree, Kyra	Reading Foundations & Tech	\$5,298.00
Craig, Karen	English	\$2,448.00
Crosby, Shannon	Biomedical Sciences	\$3,000.00
Daehn, James	Computer Science	\$4,075.00
Dalton, Rebecca	Psychology	\$4,890.00
D'Angelo, Sandra	Psychology	\$2,745.00
Davis-Sneed, Dollie	Childhood Ed & Family Studies	\$3,260.00
DeBiaso, Peppino	Defense & Strategic Studies	\$6,800.00
Derrick, Laura	Tech & Construction Mgmt	\$3,000.00
DeTrani, Joseph	Defense & Strategic Studies	\$6,798.00
Dibble, Laurel	Media Journalism & Film	\$2,754.00
Dixon, Stephanie	Outreach Registration	\$2,448.00
Dossett, Elizabeth	English	\$2,448.00
Dreckman, Lisa	Comm Sciences & Disorders	\$2,445.00
Duprey, Laura	Art & Design	\$2,754.00
Eckelmann, Andrew	Chemistry	\$4,560.00
Edington, Leann	Childhood Ed & Family Studies	\$2,445.00
Ehrhardt, William	Chemistry	\$7,600.00
Eldred, Sherri	Childhood Ed & Family Studies	\$4,075.00

Academic Personnel Board Actions, cont'd.

Page 14

Elliott, Travis	Agriculture	\$3,300.00
Elliott, W. Anson	Agriculture	\$8,108.00
Embree, David	Religious Studies	\$4,896.00
Fielding, Steven	Art & Design	\$2,754.00
Fiset, Elizabeth	Outreach Registration	\$2,448.00
Fleetwood, Gabriel	Music	\$2,145.00
Ford, Heather	Social Work	\$2,445.00
Foster, Jeffrey	Psychology	\$2,745.00
Frietze, Joseph	Psychology	\$2,445.00
Fugitt, John	Religious Studies	\$2,448.00
Fulks, Genevieve	Music	\$1,187.00
Funk, Scott	Management & Information Tech	\$6,000.00
Gardner, Kenneth	English	\$4,896.00
Gentile, Federica Wanda	Foreign Language Institute	\$2,448.00
George, Larry	Honors College	\$3,600.00
Gillman, Kimberly	Childhood Ed & Family Studies	\$2,445.00
Glasemeyer, Carl	Art & Design	\$2,448.00
Grega, William	Music	\$1,430.00
Gross, David	English	\$2,448.00
Hains, Kathleen	Theatre & Dance	\$2,448.00
Halliday, Michael	Physical Therapy	\$1,830.00
Hamilton, Cheri	Agriculture	\$4,000.00
Hankins, Mary	Communication	\$4,290.00
Happel, Rachel	Psychology	\$2,445.00
Harrison, Glenda	Outreach Registration	\$2,754.00
	Sociology & Anthropology	\$2,850.00
Hawkins, Luciane	Childhood Ed & Family Studies	\$1,630.00
Hawkins, Viktoriya	Merch & Fashion Design	\$3,500.00
Heilman, Jon	Childhood Ed & Family Studies	\$5,705.00
Heimbach, Sarah	Biology	\$2,145.00
Hetzler, Brandon	Sports Med & Athletic Train	\$3,200.00
Hieber, Daniel	Philosophy	\$2,700.00
Higdon, Gregory	Criminology	\$3,000.00
Hisle, Melissa	Outreach Registration	\$2,754.00
Hittenberger-Ortiz, Rhonda	Childhood Ed & Family Studies	\$2,445.00
Holcomb, Kazumi	Foreign Language Institute	\$2,448.00
Holland, Joshua	Counseling, Lead & Spc Ed	\$2,745.00
Hope, Kathryn	School of Nursing	\$11,411.00
Hopper-Owrey, Candice	Psychology	\$2,745.00
Howard, Amber	Reading Foundations & Tech	\$2,445.00
Howell, Meghan	Sports Med & Athletic Train	\$1,950.00

Academic Personnel Board Actions, cont'd.

Page 15

Hunt, Dana	School of Nursing	\$2,500.00
Huslig, Mark	Occupational Therapy	\$3,150.00
Hykes, Elizabeth	Social Work	\$1,223.00
Inmon, Joshua	Theatre & Dance	\$2,145.00
Jackson, Wendy	Social Work	\$2,445.00
Jacobs, Stephanie	Chemistry	\$1,730.00
Jamieson, Rachel	Theatre & Dance	\$2,448.00
Jester, Jennifer	Music	\$2,987.00
Johnson, Julie	Modern & Classical Languages	\$9,741.00
Johnson, Laura	Childhood Ed & Family Studies	\$2,445.00
Johnson, Lindsi	Occupational Therapy	\$1,050.00
Johnston, Kristina	Psychology	\$2,445.00
Jones, Dalton	Comm Sciences & Disorders	\$3,000.00
Jones, Melissa	Comm Sciences & Disorders	\$2,445.00
Kalman, Katherina	Foreign Language Institute	\$4,896.00
Karr, Jeffrey	Modern & Classical Languages	\$2,448.00
Karuppan, Corinne	Management & Information Tech	\$6,308.00
Keller, Ted	Outreach Registration	\$3,028.00
Kennell, Everett	Media Journalism & Film	\$2,754.00
Kent, Jennifer	Social Work	\$2,445.00
Keohane, Edward	Sociology & Anthropology	\$2,550.00
Kepling, Vicke	English	\$4,896.00
Khojasteh, Morgan	Communication	\$4,290.00
Killingsworth, Chad	Computer Science	\$2,280.00
King, Lori	Mathematics	\$3,040.00
Kiras, James	Defense & Strategic Studies	\$5,499.00
Kitchin, Jonathan	English	\$2,550.00
Knight, Jack	Philosophy	\$6,308.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Kyle, Michael	Criminology	\$3,000.00
Lahmuddin, Fnu	Foreign Language Institute	\$2,754.00
Lakin, Brenda	Counseling, Lead & Spc Ed	\$2,745.00
Lale, Daniel	English	\$2,448.00
Lale, Jennifer	Theatre & Dance	\$5,508.00
Langston, Lisa	Social Work	\$4,890.00
Lawler, Suzanne	Comm Sciences & Disorders	\$2,445.00
Leggitt, Stephen	Media Journalism & Film	\$2,754.00
Light, Nathanael	Biology	\$2,388.00
Lineberry, Susan	Reading Foundations & Tech	\$4,075.00
Lines, Samuel	Art & Design	\$2,448.00
Lippelman, Vanessa	Outreach Registration	\$2,448.00

Academic Personnel Board Actions, cont'd.

Page 16

	Psychology	\$2,445.00
Littlefield, Mary	Childhood Ed & Family Studies	\$3,260.00
Liu, Fan	Foreign Language Institute	\$4,896.00
Lofaro, Brandi	Comm Sciences & Disorders	\$2,445.00
Loffler, Robert	Music	\$2,154.00
Long, Debra	Kinesiology	\$815.00
Lord, Patrick	Psychology	\$5,490.00
Loudis, Anthony	Media Journalism & Film	\$2,754.00
Loughary, Jeffrey	Modern & Classical Languages	\$4,896.00
Lucido, Joseph	English	\$2,448.00
Maddox, Jane	Outreach Registration	\$4,896.00
Maloney, John	Psychology	\$4,008.00
Manley, Heather	Outreach Registration	\$2,448.00
Martin, Erin	Psychology	\$5,490.00
Massey, Dallas	Biomedical Sciences	\$2,700.00
Mattson, Curtis	Psychology	\$2,745.00
Maxfield, Michael	Media Journalism & Film	\$5,508.00
Mazanec, Brian	Defense & Strategic Studies	\$5,499.00
McCleese, Cheryl	Geography Geology & Planning	\$5,190.00
McClure, Scott	Management & Information Tech	\$3,000.00
McCracken, Ramey	English	\$2,754.00
	Outreach Registration	\$2,550.00
McGiffin, Curtis	Defense & Strategic Studies	\$5,499.00
McGull, Abram	Criminology	\$3,000.00
McMullin, Mary	Childhood Ed & Family Studies	\$3,260.00
McNew, Sarah	Psychology	\$4,575.00
McRae, Jennifer	Sports Med & Athletic Train	\$2,400.00
Mehrhoff, Farida	Biomedical Sciences	\$5,400.00
Michelfelder, Breanna	Geography Geology & Planning	\$2,595.00
Miller, Arden	Psychology	\$5,793.00
Miller, Katherine	Psychology	\$4,075.00
Miller, Myra	Management & Information Tech	\$3,300.00
	Outreach Registration	\$3,300.00
Mills, Jennifer	Biomedical Sciences	\$4,292.00
Mitchell, Shauna	Criminology	\$3,000.00
Moore, Cynthia	Art & Design	\$6,324.00
Moore, Dale	Media Journalism & Film	\$5,508.00
Moore, Paul	School of Nursing	\$7,000.00
Moore, Shaley	Communication	\$2,145.00
Morgan, Amanda	Outreach Registration	\$2,448.00
Morrison, Scott	Reading Foundations & Tech	\$2,745.00

Academic Personnel Board Actions, cont'd.

Page 17

Murphy, Lindsey	Childhood Ed & Family Studies	\$2,445.00
Murray, Kathleen	Music	\$4,590.00
Nelsen, Janice	Kinesiology	\$5,331.00
Nelson, Oana	Mathematics	\$2,280.00
Niekamp, Melissa	School of Nursing	\$3,000.00
Norman, Cherie	Psychology	\$2,745.00
Nye, Kimberly	Counseling, Lead & Spc Ed	\$3,260.00
Oberdiear, Louis	Psychology	\$815.00
Orhan, Can	Tech & Construction Mgmt	\$3,000.00
Oswalt, Mary	Comm Sciences & Disorders	\$4,376.00
Owen, Carla	Childhood Ed & Family Studies	\$4,890.00
Padgett, Lori	Agriculture	\$3,200.00
Parisi, Sandra	Counseling, Lead & Spc Ed	\$2,445.00
Parker, Lane	Tech & Construction Mgmt	\$6,600.00
Parrish, Matthew	Media Journalism & Film	\$5,508.00
Passanise, Joseph	Communication	\$2,754.00
Pennington, David	Communication	\$2,601.00
Petersen, Ellen	Management & Information Tech	\$3,000.00
Pilkenton, Andrew	Art & Design	\$4,896.00
Pitt, Lisa	Childhood Ed & Family Studies	\$3,260.00
Pleshka, Anton	Art & Design	\$4,896.00
Preston, James	Dept of Hospitality Leadership	\$3,060.00
Pritchard, Traci	Music	\$3,804.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Puzach, Cheryl	Criminology	\$3,000.00
Qualls, Lisa	Music	\$4,896.00
Quinones, Louie	Biomedical Sciences	\$2,400.00
Rakowski, Karen	Sports Med & Athletic Train	\$3,200.00
Ramirez, Jorge	Modern & Classical Languages	\$2,448.00
Rathbun, Susa	Childhood Ed & Family Studies	\$2,445.00
Reynolds, Todd	Art & Design	\$2,448.00
Rideout, Jennifer	Sociology & Anthropology	\$2,550.00
Ridinger, Rhonda	Kinesiology	\$6,308.00
Rieger, Sharon	English	\$2,448.00
Riggs, Stefanie	Reading Foundations & Tech	\$1,223.00
Robbins, Linda	Counseling, Lead & Spc Ed	\$5,190.00
Roberts, Minnie	Psychology	\$2,445.00
Rogers, Valorie	Management & Information Tech	\$3,000.00
Ruggiero, Giulianella	Foreign Language Institute	\$4,896.00
Russell, Maida	Mathematics	\$6,520.00
Russell, Timothy	Agriculture	\$2,000.00

Academic Personnel Board Actions, cont'd.

Page 18

Russell-Ice, Whitney	Theatre & Dance	\$2,145.00
Rutherford, James	Art & Design	\$4,896.00
Salloum, Georget	Foreign Language Institute	\$4,896.00
Scales, Megan	Sociology & Anthropology	\$2,850.00
Scarborough, James	Management & Information Tech	\$3,000.00
Schmitt, Vicki	Reading Foundations & Tech	\$7,200.00
Schmitz, Joe	Management & Information Tech	\$3,000.00
Senter, Pamela	Art & Design	\$6,324.00
Sheets-McKeag, Sarah	Art & Design	\$4,896.00
Shryack, Timothy	School of Nursing	\$3,000.00
Sims-Giddens, Susan	School of Nursing	\$8,583.00
Slinkard, Christopher	Accounting	\$4,000.00
Slone, Allison	Comm Sciences & Disorders	\$2,445.00
Sly, James	Psychology	\$2,445.00
Smillie, Donald	Graduate College	\$5,000.00
Smith, Susan	Political Science	\$2,800.00
Speckman, Cynthia	Communication	\$2,448.00
Squires, Susan	Counseling, Lead & Spc Ed	\$2,445.00
St Pierre, Laurine	Music	\$4,582.00
Staats, Nicholas	Tech & Construction Mgmt	\$3,000.00
Stacy, William	Music	\$4,896.00
Stanton, Timothy	Agriculture	\$5,000.00
Starnes, David	Theatre & Dance	\$2,145.00
Stockburger, David	Psychology	\$4,789.00
Stotsbery, Lawrence	Music	\$4,575.00
Strickler, John	Music	\$1,187.00
Stubbs, Sue	Music	\$2,171.00
Stulce, Brad	Kinesiology	\$2,331.00
Sutherland, Kelly	Childhood Ed & Family Studies	\$2,745.00
Sutliff, Jackson	English	\$5,100.00
Sutliff, Jennifer	English	\$2,550.00
Sutton, Kim	Childhood Ed & Family Studies	\$2,445.00
Swanson, Bob	Music	\$998.00
Sweetman, Heidi	Reading Foundations & Tech	\$2,745.00
Taylor, Amanda	Music	\$3,802.00
Taylor, Kerra	Art & Design	\$2,448.00
Terry, Donna	Childhood Ed & Family Studies	\$1,630.00
Terry, Sean	Geography Geology & Planning	\$5,790.00
Thao, Kong	Media Journalism & Film	\$4,896.00
Thomas, Michael	Kinesiology	\$2,400.00
Tibbs, Christine	Management & Information Tech	\$3,000.00



Academic Personnel Board Actions, cont'd.

Page 19

Tintocalis, Stacy	English	\$2,754.00
Townsley, Megan	English	\$2,448.00
Tucker, Timothy	Childhood Ed & Family Studies	\$1,630.00
Tyree, Ashley	Reading Foundations & Tech	\$815.00
Walker, Amy	Modern & Classical Languages	\$2,448.00
Walker, Kristen	Music	\$4,290.00
Wan, Stephanie	Psychology	\$2,745.00
Wands, Brenda	Biomedical Sciences	\$9,600.00
Waters, Donna	Reading Foundations & Tech	\$2,445.00
Waters, Teresa	Childhood Ed & Family Studies	\$2,445.00
Wells, Jeffrey	Tech & Construction Mgmt	\$9,000.00
White, Hannah	Counseling, Lead & Spc Ed	\$2,595.00
Whittaker, Lyle	Agriculture	\$2,400.00
Williams, Jennifer	Childhood Ed & Family Studies	\$2,745.00
Williams, Kirby	Psychology	\$2,445.00
Williams, Paul	Criminology	\$3,000.00
Willis, David	Psychology	\$2,445.00
Wolken, Jennifer	Art & Design	\$4,896.00
Woodhouse, Ryan	Music	\$2,400.00
Young, Brett	Outreach Registration	\$2,754.00
Yu, Hae Min	Childhood Ed & Family Studies	\$2,745.00
Zhou, QiongQiong	Biomedical Sciences	\$2,500.00

**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>
Baldwin, Julie	Criminology	\$23,121.00
Battin, Rick	College of Business	\$11,100.00
Gebken, Richard	College of Business	\$11,100.00
Naegle, John	Accounting	\$15,000.00
Pace, Glenn	College of Business	\$11,100.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Argyle, Deidre	Art & Design	\$1,275.00
Atwell, Jan	School of Nursing	\$986.00
Balasundaram, Clement	Management & Information Tech	\$3,000.00
Balasundaram, Guatam	Management & Information Tech	\$3,000.00
Bass, Samuel	Accounting	\$3,300.00
Bellis, James	First-Year Programs	\$500.00
Bendure, Jessica	First-Year Programs	\$500.00
	Counseling, Leadership & Special Ed	\$2,595.00
Bennett, Jessica	Library	\$400.00
Bigley, Louise	School of Nursing	\$133.00
Bodenhausen, Bradley	International Leadership & Training Ctr	\$7,475.00
Boyer, William	Agriculture	\$160.00
Branstetter-Hall, Jo	School of Nursing	\$400.00
Brown, Orville	International Programs	\$10,000.00
Burton, Michael	Agriculture	\$800.00
Burton, Richard	Management & Information Tech	\$3,008.00
Busdieker-Jesse, Nicole	Agriculture	\$4,629.00
Bushman, Barbara	Kinesiology	\$4,775.00
Cabrera Hurtado, Kelly	Modern & Classical Languages	\$2,754.00
Caravella, David	Kinesiology	\$2,367.00
Chang, Ching-Wen	First-Year Programs	\$500.00
Chang, Chih-Cheng	College of Business	\$11,100.00
Claborn, David	Master of Public Health	\$720.00
Clark, Ronald	College of Business	\$11,100.00
Cobb, Barry	College of Business	\$11,100.00
Cornelius-White, Jeffrey	First-Year Programs	\$500.00
Debode, Jason	Management & Information Tech	\$8,567.00
Dillon, Randy	First-Year Programs	\$500.00
Eisenhauer, Isabel	Management & Information Tech	\$3,300.00
Fan, Jinzi	Foreign Language Institute	\$2,448.00
Feeney, Sylvia	Biomedical Sciences	\$2,000.00
Fent, Nathan	Agriculture	\$1,160.00
Foster, Michael	First-Year Programs	\$500.00
Franklin, Keri	Counseling, Leadership & Special Ed	\$3,500.00
Frederick, Dana	Management & Information Tech	\$5,282.00
	College of Business - Dean's Office	\$7,000.00

Academic Personnel Board Actions, cont'd.

Page 22

Frederick, Teresa	Management & Information Tech	\$3,000.00
Frizell, Michael	Theatre & Dance	\$1,430.00
	First-Year Programs	\$500.00
Gale, Crystal	Library	\$413.00
Galloway, James	Kinesiology	\$2,650.00
Garg, Vinay	College of Business - Dean's Office	\$10,517.00
	College of Business	\$11,100.00
Garland, Brett	Criminology	\$760.00
Geiger, Lacey	Management & Information Tech	\$3,000.00
Glaessgen, Tracey	First-Year Programs	\$500.00
Goerndt, Michael	Agriculture	\$1,040.00
Goodwin, David	Reading Foundations & Tech	\$1,084.00
Greene, Janice	Biology	\$3,818.00
Haggard, Dana	College of Business - Dean's Office	\$10,821.00
Haggard, Kelly S.	College of Business - Dean's Office	\$14,063.00
Haggard, Stephen	College of Business	\$11,100.00
Hall, David	Political Science	\$3,000.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$3,260.00
Hammerschmidt, Melinda	Childhood Ed & Family Studies	\$2,005.00
Hammond, Michael	Accounting	\$4,000.00
	College of Business	\$11,100.00
Hamwi, Georg	College of Business - Dean's Office	\$12,594.00
Hass, Aida	Criminology	\$4,227.00
Hatz, Kirsten	Kinesiology	\$2,207.00
Hellman, Andrea	English	\$1,240.00
Hermans, Charles	College of Business	\$11,100.00
Hines, James	Accounting	\$3,443.00
Hoelscher, Carrisa	Communication	\$5,000.00
Hopper, Tina	Biology	\$4,500.00
Hornberger, Robert	Management & Information Tech	\$3,000.00
Horton III, Leonard	First-Year Programs	\$500.00
Hudson, Michael	Sports Medicine & Athletic Training	\$3,832.00
Irons, Chrystal	Management & Information Tech	\$3,300.00
Jean-Charles, Loretta	Counseling, Leadership & Special Ed	\$2,445.00
Jessee, Katy	Merch & Fashion Design	\$1,000.00
Johns, Justin	Social Work	\$2,445.00
Johnson, Alex	English	\$2,448.00
Kane, Thomas	Psychology	\$53.00
Kaula, Radhika	Management & Information Tech	\$3,060.00
Kyle, Jerri Lynn	Communication	\$653.00
Lane, Thomas	Counseling, Leadership & Special Ed	\$2,745.00

Academic Personnel Board Actions, cont'd.

Page 23

Laws, Bethany	First-Year Programs	\$500.00
Leamy, Diane	First-Year Programs	\$1,000.00
Liang, Yating	First-Year Programs	\$500.00
Mantie-Kozlowski, Alana	First-Year Programs	\$500.00
Masterson, Gerald	Graduate College	\$6,206.00
McClain, Willam	Agriculture	\$1,800.00
Meadows, William	Sociology & Anthropology	\$1,726.00
Meraz, Juan	Reading Foundations & Tech	\$2,745.00
Merrigan, Michael	Management & Information Tech	\$9,500.00
Mitchell, D. Wayne	Management & Information Tech	\$4,991.00
Muchnick, Amy	English Language Institute	\$1,280.00
Murray, Sarah	First-Year Programs	\$500.00
Newman, Jonathan	English	\$2,500.00
Novik, Melinda	Kinesiology	\$9,419.00
Odneal, Marilyn	Agriculture	\$5,480.00
Olsen, Reed	School of Nursing	\$360.00
Olsen, Stevan	Accounting	\$2,758.00
Pace, Glenn	Management & Information Tech	\$3,596.00
	College of Business - Dean's Office	\$7,500.00
Panza, Juli	Management & Information Tech	\$3,000.00
Patterson, Paula	First-Year Programs	\$500.00
Pearman, Cathy	First-Year Programs	\$500.00
Penkalski, Melissa	School of Nursing	\$440.00
Price, Melissa	First-Year Programs	\$500.00
Qui, Wenping	Agriculture	\$1,800.00
Rabon, John	Economics	\$3,388.00
Rector, Paula	Criminology	\$4,258.00
Reger, Elizabeth	Management & Information Tech	\$3,000.00
Remley, Melissa	First-Year Programs	\$500.00
Reynolds, Kristie	English	\$2,448.00
Rimal, Arbindra	Agriculture	\$1,939.00
Roam, Kimberly	First-Year Programs	\$500.00
Rohall, David	Sociology & Anthropology	\$2,200.00
Rugutt, Joseph	Reading Foundations & Tech	\$2,745.00
Salinas, Patti	Criminology	\$4,655.00
Saxon, Caryn	Criminology	\$1,085.00
Schaefer, Allen	College of Business - Dean's Office	\$12,380.00
Schekorra, Jonathan	Management & Information Tech	\$3,000.00
Schmelzle, George	College of Business - Dean's Office	\$13,062.00
Sexton, Randall	College of Business	\$11,100.00
Siebert, Matthew	First-Year Programs	\$500.00

Academic Personnel Board Actions, cont'd.

Page 24

Smart-Winger, Sandra	Management & Information Tech	\$3,000.00
Stagner, Kim	First-Year Programs	\$500.00
Stainaker, Jo Lynne	Management & Information Tech	\$3,060.00
Stanton, Rhonda	English	\$4,110.00
Sudbrock, Christine	Agriculture	\$3,150.00
Sutmoeller, Michael	Criminology	\$3,649.00
Templeton, Kelly	Theatre & Dance	\$2,601.00
Thompson, Kip	Master of Public Health	\$480.00
Tipton, Sara	Childhood Ed & Family Studies	\$2,445.00
Turner, Valerie	English	\$2,550.00
Utley, Rose	School of Nursing	\$1,307.00
Van Landuyt, Cathryn	Management & Information Tech	\$1,560.00
Wallace, J. Dane	Global Studies	\$3,063.00
Walters, Heather	Communication	\$307.00
Webb, Susan	First-Year Programs	\$500.00
Weber, Andrea	Counseling, Leadership & Special Ed	\$3,660.00
Whitaker, Charles	Media, Journalism & Film	\$2,754.00
Wilhelm, Paula	Management & Information Tech	\$3,000.00
Wilson, Ryan	Management & Information Tech	\$3,000.00
Winstead, Cynthia	First-Year Programs	\$500.00
Woodard, Rebecca	Kinesiology	\$1,915.00
Wooden, Shannon	English	\$2,500.00
Wu, Yi	Foreign Language Institute	\$3,448.00
Yan, Chen	Management & Information Tech	\$840.00
Yarckow-Brown, Ivy	Criminology	\$4,702.00

**ADDENDUM D**

**The following have been appointed as Graduate Teaching Assistants for the Spring semester: January 8, 2018 through May 18, 2018.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abolade, Oluwasegun Michael	Chemistry	\$4,386.00
Baishnab, Nirmal	Physics, Astronomy & Mat Science	\$5,336.00
Bakker, Michael	Chemistry	\$4,386.00
Bates, Brandy	Chemistry	\$4,386.00
Boyd, Benjamin	Chemistry	\$4,386.00
Campbell, Jabez	Chemistry	\$4,386.00
Cheri, Cameron	Biology	\$4,386.00
Dittrich, Josiah	Biomedical Sciences	\$4,386.00
Duszynski, Molly	Chemistry	\$4,386.00
Ervin, Elena	College of Business	\$5,336.00
Erwin, Jacob	English	\$4,386.00
Freese, Allison	Chemistry	\$4,386.00
Illy, Gregory	Chemistry	\$5,336.00
Marlin, Wenonah	College of Agriculture	\$5,336.00
McClanahan, Anastasia	Geography Geology & Planning	\$4,386.00
Meadows, Sherry	Chemistry	\$4,386.00
Neeson, Alec	Chemistry	\$4,386.00
Nelson, Tyler	English	\$4,386.00
Njoku, Samuel	Chemistry	\$4,386.00
Qin, Mengqing	Mathematics	\$4,386.00
Ray, Joaly K.	Modern & Classical Languages	\$4,386.00
Rinaldi, Catherine	English	\$4,386.00
Smothers, Jared	Biology	\$4,386.00
Sutton, Melinda	Chemistry	\$5,336.00
Tang, Jin	College of Business	\$5,336.00
Voves, Kameron	Biology	\$4,386.00
Xu, Sasha	College of Business	\$5,336.00
Yeomans, Alana	Music	\$2,193.00

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>
Jessica Silverberg	Residence Hall Receptionist Residence Life, Housing & Dining Services	10	\$21,861 annually	12/01/17
Kathryn Flores	Financial Aid Counselor Financial Aid	42	\$32,602 annually	12/11/17
Chantz Reese	Journagan Ranch Hand Agriculture	UN	\$26,000 annually	12/16/17
Karishma Agarwal	Clinical Education Manager Southwest Missouri Area Health Education Center	43	\$40,000 annually	12/18/17
Matthew R. Allen	Information Security Analyst Information Security	35	\$53,572 annually	01/04/18
Kimberly A. Kayser	Contracts Administrator Planning, Design & Construction	42	\$37,981 annually	01/04/18
Lynn A. Mentzer	Administrative & Operations Assistant – Football Intercollegiate Athletics	13	\$27,945 annually	01/04/18
Cheryl S. Price	Administrative Assistant II Office of Human Resources	12	\$26,187 annually	01/04/18
Mary Short	Research Specialist Biology	41	\$37,440 annually	01/04/18
Timothy Bowler	Journeyman Plumber Facilities Maintenance	26	\$34,840 annually	01/08/18



Non-academic Personnel Board Actions, cont'd.

Page 2

Jordan C. Politte	Professional Developer Agency for Teaching Leading & Learning	45	\$50,000 annually	01/08/18
Sara Woodman	Jr. Research Scientist Center for Biomedical & Life Sciences	42	\$34,000 annually	01/08/18
Donna Young	Administrative Specialist III Facilities Management	13	\$27,945 annually	01/08/18
Amanda Searcy	Public Safety Officer Safety & Transportation	24	\$26,187 annually	01/09/18
Jessalyn Hyatt	Assistant Teacher Child Development Center	40	\$21,237 annually	01/11/18
Andrew C. Cole	Distributed User Support Specialist College of Humanities & Public Affairs	33	\$41,912 annually	01/16/18
Teresa Burks	Custodian I Residence Life, Housing & Dining Services	21	\$21,237 annually	01/22/18
Lucas Gant	Athletics Equipment Stores Specialist Intercollegiate Athletics	21	\$27,664 annually	01/22/18
Matthew R. Scott	Professional Education Advisor College of Education (9-month position)	42	\$34,600 annually	01/23/18
Brittany N. Lincks	Financial Aid Technician Student Employment	13	\$29,973 annually	02/05/18
Serena Whorton	Accounting Technician Financial Services	13	\$28,600 annually	02/12/18

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Galen B. Roberts	Custodial Specialist Residence Life, Housing & Dining Services	11/03/17
Brenton Illum	Administrative & Operations Assistant – Football Intercollegiate Athletics	12/05/17
Alexes Griffith	Custodian I Custodial Services	12/14/17
Claudia C. Baer	Accounting Specialist Student Employment	12/20/17
Kori Gregory	Administrative Assistant I Residence Life, Housing & Dining Services	12/20/17
Scott Harvey	Director News-Content Coordinator, KSMU Broadcast Services	12/20/17
Laura Haselden	Administrative Assistant I Residence Life, Housing & Dining Services	12/20/17
Stephen Sloniker	Patrol Corporal Safety & Transportation	12/29/17
James Gooden Jr.	Maintenance General Mechanic Facilities Maintenance	01/04/18
Jeanette R. Waldo	Assistant Coach Intercollegiate Athletics	01/04/18
Maria Del Pilar Karlen	Energy Manager Facilities Maintenance	01/05/18
Jacob Barreau	Assistant Coach Intercollegiate Athletics	01/12/18
Lindsay Bein	Administrative Specialist II Taylor Health & Wellness Center	01/17/18

Non-academic Personnel Board Actions, cont'd.

Page 4

Jamie A. Hall	Executive Assistant III Outreach	01/12/18
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Erin L. Leonard	Sponsored Programs Coordinator International Programs	02/02/18
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**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Alicia R. Covertson	English Language Institute Admissions Specialist English Language Institute	12/31/17
Stephen H. Robinette	Associate Vice President for International Programs International Programs	12/31/17
Joyce E. Stefka	Executive Assistant II Library	01/31/18
Loretta Sampson	Systems Analyst Computer Services	03/31/18
Ray D. Phillips	Stores Clerk College of Natural & Applied Sciences	04/30/18
Douglas H. Sampson	University Architect & Director Planning, Design & Construction	05/31/18

**SEPARATION FROM EMPLOYMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kevin Lietz	Custodian I Residence Life, Housing & Dining Services	10/03/17
Ryan Gwynn	Custodian I Custodial Services	01/29/18

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Shelly L. Melton	Academic Administrative Assistant II Military Science	05/16/18 08/10/18

**LAID-OFF:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Shuo-Shen Wu	Geographic Technician Geography, Geology & Planning	12/20/17
Mark Crabtree	Distributed User Support Specialist Art & Design	01/04/18

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Robert Grant	From: Distributed User Support Specialist College of Humanities & Public Affairs GR 33, \$42,000 annually To: Information Technology Support Administrator Computer Services GR 34, \$46,576 annually	Promotion	12/01/17
Jacob Welch	From: Radio Communication Supervisor Safety & Transportation GR 26, \$36,192 annually To: Manager, Radio Communications & Safety Technology Safety & Transportation GR 27, \$47,476 annually	Promotion	12/16/17
Alicia R. Covertson	From: English Language Institute Admissions Specialist English Language Institute To: Staff Emeritus English Language Institute	Status Change	01/01/18
David A. Hall	From: Manager Emergency Preparedness Emergency Management GR 45, \$61,584 annually To: University Emergency Manager Emergency Management GR 46, \$75,000 annually	Promotion	01/01/18

Non-academic Personnel Board Actions, cont'd.

Page 6

Brian Leas	<p>From: Classroom Technology Support Administrator Faculty Center for Teaching Leading &amp; Learning GR 33, \$45,878 annually</p> <p>To: Classroom Support Administrator Faculty Center for Teaching Leading &amp; Learning GR 34, \$47,878 annually</p>	Promotion	01/01/18
Stephen H. Robinette	<p>From: Associate Vice President for International Programs International Programs</p> <p>To: Staff Emeritus International Programs</p>	Status Change	01/01/18
Corey Tracy	<p>From: Media Systems Technician Faculty Center for Teaching Leading &amp; Learning GR 32, \$38,225 annually</p> <p>To: Media Systems Engineer Faculty Center for Teaching Leading &amp; Learning GR 33, \$41,919 annually</p>	Promotion	01/01/18
Kelsey L. Goin	<p>English Language Institute Special Programs Coordinator English Language Institute</p> <p>From: GR 42, \$34,063 annually (100% FTE)</p> <p>To: GR 42, \$25,547 annually (75% FTE)</p>	Status Change	01/03/18
Daniel Raines	<p>From: Director Academic &amp; Student Services Intercollegiate Athletics GR 44, \$51,116 annually</p> <p>To: Assistant Director of Athletics Academic Achievement Center GR 45, \$55,000 annually</p>	Promotion	01/03/18

Non-academic Personnel Board Actions, cont'd.

Page 7

Rachel M. Anderson	From: Entrepreneurial Specialist eFactory GR 42, \$47,476 annually To: Assistant Director, Business Incubator eFactory GR 45, \$62,000 annually	Promotion	01/15/18
Philip N. Wittmer	From: Physician Medical Staff Taylor Health & Wellness Center From: \$152,000 annually (100% FTE) To: \$121,600 annually (80% FTE)	Status Change	01/15/18
Cindy L. Elliott	From: Administrative Assistant II Physical Therapy GR 12, \$27,855 annually To: Coordinator, Informatics & Clinical Education Physical Therapy GR 42, \$32,594 annually	Promotion	01/22/18
Joyce E. Stefka	From: Executive Assistant II Library To: Staff Emeritus Library	Status Change	02/01/18
Choompoonoot Knight	From: Customer Service Manager Office of Admissions GR 41, \$29,534 annually To: Coordinator Office of the Registrar GR 16, \$38,002 annually	Status Change & Salary Adjustment	02/16/18
Loretta K. Sampson	From: Systems Analyst Computer Services To: Staff Emeritus Computer Services	Status Change	04/01/18

Non-academic Personnel Board Actions, cont'd.

Page 8

Shelly L. Melton	Academic Administrative Assistant II Military Science From: GR 12, \$27,826 annually (12-month position) To: GR 12, \$20,869 annually (9-month position)	Status Change & Salary Adjustment	08/13/18
Douglas H. Sampson	From: University Architect & Director Planning, Design & Construction To: Staff Emeritus Planning, Design & Construction	Status Change	06/01/18

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

IV.C.1.

**RECOMMENDED ACTION** – Approval of bids and award of a contract for the renovation of Woods 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 DeWitt & Associates, Inc. in the amount of Eight Million Seven Hundred Sixty-five Thousand and 00/100ths dollars (\$8,765,000.00) for the base bid plus alternate(s) 1, 2, 3, and 4 for the renovation of Woods House be accepted, approved, and awarded.

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

<b>Project Budget</b>	
Consultant Fees	\$900,000.00
Construction Costs	\$8,765,000.00
Project Administration	\$60,000.00
Construction Contingency	\$1,000,000.00
Furniture, Fixtures, and Equipment	\$60,000.00
Telecommunications	\$15,000.00
Asbestos Abatement	\$250,000.00
<b>Total Project Budget</b>	<b>\$11,050,000.00</b>
<b>Funding Source</b>	
Woods House Renovation budget	\$11,050,000.00
<b>Total Funding Source</b>	<b>\$11,050,000.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the Woods House Renovation budget funded by 2018 Auxiliary System bonds.

**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:

<b>Contractor</b>	<b>DeWitt &amp; Associates, Inc.</b>	<b>Bales Construction Company, Inc.</b>	<b>Timberlake Construction Company, Inc.</b>
<b>Base Bid</b>	\$7,628,000.00	\$7,800,000.00	\$9,372,000.00
<b>Alternate 1</b>	\$685,000.00	\$628,000.00	\$0.00
<b>Alternate 2</b>	\$102,000.00	\$118,000.00	\$96,000.00
<b>Alternate 3</b>	\$332,000.00	\$395,800.00	\$286,000.00
<b>Alternate 4</b>	\$18,000.00	\$28,000.00	\$25,000.00
<b>Grand Total</b>	<b>\$8,765,000.00</b>	<b>\$8,969,800.00</b>	<b>\$9,779,000.00</b>

The university is interested in renovating Woods House during the summer of 2018. This project includes replacing the piping and fan coil units in the HVAC system, as well as constructing an electrical room addition. Additionally, this project will update outlets, light fixtures, ceilings, windows, and flooring finishes in all student rooms. A portion of the work, including abatement and demolition on the vacant ninth floor, the electrical room addition, and contractor mobilization, is scheduled to begin upon board approval. The remaining work is scheduled to begin after the 2018 spring semester and will be completed by the 2018 fall semester.

Alternate 1 modifies the exterior walls in each of the sleeping rooms with insulation, metal framing, and drywall, as well as replacing windows and sills. Alternate 2 installs pressurization fans to the elevator shaft and stairwell for additional life safety improvements to the building. Alternate 3 replaces corridor ceilings and fixtures. Alternate 4 removes the built-in student room desks. It is recommended that these alternates be accepted.

This project will be paid from the Woods House Renovation budget funded by 2018 Auxiliary System bonds.

IV.C.2.

**RECOMMENDED ACTION – DECLARATION OF OFFICIAL INTENT TOWARD THE ISSUANCE OF AUXILIARY ENTERPRISE SYSTEM REVENUE BONDS, AND REIMBURSEMENT OF EXPENDITURES FOR AUXILIARY ENTERPRISE FACILITIES FROM PROCEEDS OF BONDS**

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

**WHEREAS**, Missouri State University, a state educational institution duly created, organized and existing under the laws of the State of Missouri (the “University”), is authorized under the provisions of Chapter 176 of the Revised Statutes of Missouri, as amended (the “Act”), acting through the Board of Governors of the University (the “Board”), to acquire, construct, erect, equip, furnish, operate, control, manage and regulate certain defined projects, including dormitory, dining room, social and recreational facilities serving the University and its students, and is authorized to issue and sell revenue bonds as defined in the Act in order to provide funds for the aforesaid purpose; and

**WHEREAS**, the University has made certain expenditures for equipment, construction, improvements and renovations to its auxiliary enterprise facilities on its campus in Springfield, Missouri, and 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 auxiliary enterprise facilities projects is \$24,000,000; 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 issue auxiliary enterprise system revenue bonds of the University pursuant to the Act in a principal amount not to exceed \$24,000,000, such principal amount to be determined by subsequent resolution of the Board, to provide funds to finance the costs of improvements to and expansions and renovations of auxiliary enterprise facilities and ancillary projects of the University, including (i) renovation of and improvements to Woods House, (ii) acquisition of new or renovations to other existing residential life facilities, and (iii) miscellaneous capital improvements to the auxiliary enterprise facilities of the University, such bonds to be payable as to principal and interest solely from, and secured by a lien on and pledge of, the net income and revenues derived by the University from the operation of the Auxiliary Enterprise System, after providing for the costs of operation and maintenance thereof.

**Section 2. Reimbursement of Expenditures.** The University has made certain expenditures in connection with the purchase, construction, renovation, improvement and equipping of the projects referenced above, and expects to make additional similar expenditures after the date of this Resolution 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, 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 after its adoption by the Board.

**ADOPTED** by the Board of Governors of Missouri State University this 23<sup>rd</sup> day of February, 2018.

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

NAY \_\_\_\_\_

COMMENTS:

V.A.

## **PRESIDENT'S REPORT**

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

1. Making Our Missouri Statement – The Ranger Challenge Team
2. Update on Budget and Affordability
3. Update on the West Plains Chancellor Search

**Missouri State University Board of Governors  
February 23, 2018 meeting**

**Report by Dr. Drew Bennett  
Chancellor, West Plains Campus**

**Higher Learning Commission (HLC) Draft Report:** After the 2014 HLC visit, HLC officials voted to continue Missouri State-West Plains' accreditation and our institution was placed on the [Standard Pathway](#) with "the next Reaffirmation of Accreditation in 2023-24." An HLC team visited the West Plains campus November 6 and 7, 2017, as part of the Year 4 Assurance Review that is required in the Standard Pathway process. In addition, an HLC team member also visited the Dalian, China, campus in November. We received the HLC draft report in late January and it is being reviewed for factual accuracy. The initial report is favorable with 19 of 21 objectives being met, and the other two, which relate to program review and student learning assessment, noted as met with concerns. Overall, this is a very positive result, and we anticipated a request from the team for some follow-up work in a few areas.

**Nursing Accreditation:** Missouri State-West Plains hosted a site review by officials with the Accreditation Commission for Education in Nursing (ACEN) February 6 to February 8, 2018, for continuing accreditation of the Associate of Science in Nursing degree program. At the exit interview, the site team members indicated that they would be recommending accreditation for eight more years (the longest period possible) in their preliminary report to the peer Evaluation Review Panel (ERP). This is an excellent outcome and reflects the hard work and dedication of our faculty and staff who go above and beyond in educating our students. The next step in the process is for the ERP to review the findings of the site visit team and make a recommendation for accreditation status to the ACEN Board of Commissioners.

**Renovation Update:** Hass-Darr Hall is starting to take shape and transform that area of the West Plains campus. With an estimated opening date of May 2018, the former West Plains Post Office has been expanded and renovated to perform multiple functions for the campus. Starting this fall semester, Hass-Darr Hall will provide a gathering space for our students with the addition of the Carol Silvey Student Union, complete with a coffee bar. The facility also brings together our growing academic support services and the honors program. And, moving the admissions office to the newest building on campus will provide an attractive front door to prospective students.

**Grizzly Lofts agreement:** The Grizzly Lofts management agreement with Howell Creek Shoe Factory Commons has been extended for two more years. On January 1, 2017, the Shoe Factory Lofts, 665 Missouri Ave., in West Plains, became Grizzly Lofts and Missouri State-West Plains assumed management of the facility. The Board approved the initial facilities management agreement at its August 2016 meeting. The term of the initial agreement was for 18 months, commencing on January 1, 2017, and continuing through June 30, 2018. The new agreement begins on July 1, 2018, and continues through June 30, 2020. This continues to be a beneficial agreement, and recruitment and retention are enhanced with this residence hall being incorporated into our overall enrollment management plan.

**Amphitheater Update:** The activities associated with the Land and Water Conservation Fund (LWCF) grant awarded to the West Plains campus to construct an outdoor amphitheater are in the early phases of the project. Part of the project includes land acquisition at 701 West Main Street to expand the footprint of the amphitheater. In late December 2017, an appraisal and appraisal review were conducted on the property planned for purchase as outlined in the grant requirements. Subsequently, a contract for sale of the property was drafted by university general counsel and is pending approval from the Board of Governors at the February 23 board meeting. Once the university gains possession of the property, the building will be razed, making additional space for the amphitheater. The university is working with the City of West Plains for site preparation with utilities and access along with removal of the building on the property being purchased.

The office of planning, design, and construction is working to turn the conceptual design into a set of construction documents. Pending any contract awards associated with the project, construction activities should start in the fall of 2018 with project completion anticipated for late spring 2019.

**25<sup>th</sup> Anniversary:** Missouri State-West Plains celebrated the 25<sup>th</sup> anniversary of Grizzly Athletics at its January 20 Homecoming game. We had an entertaining evening of food, fun and basketball with many alumni and several Springfield campus administrators in attendance. After a hard-fought contest, the Grizzlies defeated Region 16 rival Three Rivers College, 102-98.

VI.B.

**RECOMMENDED ACTION** – Approval of Contract for the Purchase of Property at 701 West Main Street, West Plains, Missouri.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the University enter into a contract for the purchase, in fee simple absolute title, of certain real estate located at 701 West Main Street, West Plains, Missouri, for the amount of One Hundred Thirty Thousand Dollars and 00/100ths Dollars (\$130,000.00), further described below:

Lots 5 and 6 in block 5 in Johnson and Catron’s Addition to the City of West Plains, Missouri. The street address is 701 West Main Street.

**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 in a public purpose and use, and specifically to further the educational and public purposes for which the University is organized and established, to provide real estate for current and future University needs including educational facilities, and parking; and

**BE IT FURTHER RESOLVED** that the purchase of this property fulfills part of the specifications outlined in the Land and Water Conservation Fund (LWCF) grant the University was awarded that allows for the purchase of this property in connection with the construction of an outdoor amphitheater adjacent to the subject property; and

**BE IT FURTHER RESOLVED** that the administration of the University, including the Chancellor and/or Director of Business and Support Services at the West Plains Campus, be authorized to prepare and execute appropriate legal documentation and perform other acts as may be necessary to implement this resolution.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Because of its location, this property, which has been sought after by MSU-West Plains for over ten years, is critical to the amphitheater project. Despite appraisals that have ranged from \$125,000 and below, a purchase price of \$130,000 was agreed to in the LWCF grant, because it is worth that much to MSU-West Plains to acquire this property. No state money will be used in this purchase. Only donated/foundation funds that have been previously pledged and approved by the board within the current LWCF grant will be used to purchase this property.

The real estate contract has been reviewed as to form by University General Counsel.

## REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** (“Agreement is entered into by and between the Board of Governors of Missouri State University – West Plains (“Buyer”), and Jerry R. North and Sharon C. Bode (“Seller”), as is effective as of the Effective Date indicated in Section 3, below.

### WITNESSETH:

1. **Agreement of Sale.** Buyer agrees to purchase and the Seller agrees to sell subject to the terms and conditions set forth in this Agreement, the real estate located at 701 West Main Street, West Plains, Missouri (“Property”) as further described in the legal description set forth on **Exhibit A**, which is attached hereto and incorporated herein by reference.

2. **Purchase Price.** The purchase price (“Purchase Price”) to be paid by Buyer to Seller, subject to modifications contained herein, shall be the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), which shall be paid as follows:

(a) Within ten (10) business days after the Effective Date, as hereinafter defined, Buyer shall deposit with Brill Title Company, located at 204 West Main Street Suite 1, West Plains, Missouri 65775 (“Title Company”), an earnest deposit of Six Thousand Dollars (\$6,000.00) (“Earnest Deposit”) to be held, applied and disbursed according to the terms of this Agreement. At the closing, as hereinafter defined, the Earnest Deposit shall be credited to Buyer against the Purchase Price.

(b) At Closing, Buyer shall deposit with the Title Company the balance of the Purchase Price, which is One Hundred Twenty-Four Thousand Dollars (\$124,000.00), subject to any adjustments provided in this Agreement, by certified check, wire transfer of funds, or other instrument reasonable or feasible for Buyer, adjusted at Closing for prorations, closing costs, and other agreed expenses. This is a cash transaction and Buyer will have no lender involved.

3. **Effective Date of Agreement.** This Agreement shall effective as of the date of its approval by the Board of Governors of Missouri State University – West Plains, which is anticipated to be February 23, 2018 (“Effective Date”).

4. **Closing Date.** Closing shall be on or before sixty days following the Effective Date (“Closing Date”), and possession of the Property shall be delivered to Buyer on such date.

5. **Access/Reports and Delivery of Documents.** Seller hereby grants to Buyer, its agents and representatives, the full right of access to the Property during the Inspection Period (as hereinafter defined). Buyer, its agents and representatives shall not interfere with any work being performed on the Property, if any, or on any of Seller’s adjacent property, if any, or unreasonably interfere with any tenant use or occupancy of the Property. Buyer, its agents and representatives, may perform any investigation, surveys, tests or inspections of the Property



desired by Buyer. Buyer shall be responsible for and pay any claims, or damages arising from Buyer's inspection of the Property or failure to comply with local, state or federal environmental laws and regulations.

Within ten (10) days after the Effective Date, Seller shall deliver the following to Buyer (to the extent that the same are in possession of or control of Seller):

- (a) A copy of the most recent survey of the Property; and
- (b) A copy of the most recent title policy or commitment covering the Property.

**6. Buyer Conditions and Inspection Period.** All of Buyer's duties and obligations under this Agreement shall be conditioned upon and subject to the complete satisfaction of the following conditions precedent, each of which is for the sole benefit of Buyer, and any of which may be waived by Buyer at Buyer's sole discretion. Buyer shall have thirty (30) days ("Inspection Period") from the Effective Date to complete its investigation of the Property. If, prior to the expiration of the Inspection Period, each and every one of the conditions precedent are not completely satisfied or waived by Buyer, or for any other reason within the Buyer's sole discretion, Buyer may terminate this Agreement as set forth below. If Buyer fails to notify Seller of its waiver or satisfaction of each of the conditions precedent within the designated Inspection Period, such conditions shall be deemed waived. During the Inspection Period, Buyer shall complete the following to its satisfaction:

(a) **Title.** Buyer shall obtain, and Seller shall pay for at closing, a title insurance commitment and/or title search issued by the Title Company, which is licensed to issue and write title insurance policies in the State of Missouri. Buyer shall notify Seller in writing of any objections or defects to the title. If Buyer delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Buyer within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Buyer shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) no party hereto shall have any further rights, duties or obligations hereunder; and (b) Seller shall instruct the Title Company to return the Earnest Deposit to Buyer; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Buyer is to pay all premiums necessary to convert the title insurance commitment to a Buyer's title insurance policy in the full amount of the purchase price.

(b) **Environmental Investigation.** During the Inspection Period, Buyer shall, at its own expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Buyer's environmental investigation reveals a condition or conditions requiring additional testing, remediation, abatement or reporting to local, state or federal governmental entities, Buyer will provide, at a minimum, the executive summary of its report to Seller. If Seller fails to take reasonable steps to address the environmental condition or conditions, Buyer may terminate this Agreement. If any underground storage tanks, petroleum

product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes are discovered at the Property, Seller shall have the option of removing the discovered items and any associated contamination, or terminating this Agreement. In the event this Agreement is terminated pursuant to the provisions of this subparagraph during the Inspection Period, Buyer shall be entitled to a return on its Earnest Deposit.

**7. Insurance and Risk of Loss.** Seller shall maintain property insurance until delivery of the Property to the Buyer, in accordance with its existing insurance policy. The risk of loss shall be upon Seller until the passage of title to Buyer. In the event of any material damage or destruction to the Property prior to the closing, this transaction may either be terminated or consummated upon the agreement of Buyer and Seller. In the event this transaction is consummated, Buyer and Seller shall agree to either an assignment of the proceeds of insurance to Buyer or to a reduction in the purchase price to the extent of the damage or destruction so long as a final non-disputed determination of insurance proceeds has been made by the insurer and such proceeds are sufficient to pay off Seller's mortgage financing associated with the Property. Buyer acknowledges that prior to any assignment of insurance proceeds from Seller to Buyer, Seller must first obtain the written consent of any applicable mortgage lender.

**8. Escrow Procedures.** The Earnest Deposit shall be held in escrow by the Title Company to be applied to the Purchase Price at Closing or if Closing does not occur, to be disbursed as otherwise set forth herein. If the parties are in disagreement, the Title Company shall give written notice to Seller and Buyer indicating the Title Company's intended disposition of the Earnest Deposit. Seller and Buyer hereby agree that if neither party objects in writing to the proposed disposition of the Earnest Deposit within three (3) business days after the date of mailing of such notice, the Title Company shall proceed to dispose of the Earnest Deposit as it had previously indicated.

**9. Closing Procedures.**

- (a) At Closing, Seller shall deliver the following to the Title Company:
  - (i) A General Warranty Deed in recordable form, and which is acceptable to Buyer, conveying fee simple title to the Property to Buyer, free and clear of all liens (including mechanics' liens), easements, leases, encumbrances, restrictions or defects, except Zoning restrictions, and detailing:
    - Current general taxes and current special assessments (if any);
    - Legal roadways and utility easements (if any);
    - Such other matters affecting title (if any) as have been approved by Buyer;
  - (ii) Exclusive possession of the Property;
  - (iii) A closing statement reflecting the Purchase Price and all adjustments thereto;
  - (iv) A properly executed tax proration agreement;

- (v) Any such other documents as might be reasonably requested by the Title Company and Buyer to consummate the purchase of the Property.
- (b) At Closing, Buyer shall deliver to the Title Company the following:
  - (i) The balance due of the Purchase Price subject to the adjustments set forth in this Agreement
  - (ii) A closing statement reflecting the Purchase Price and all adjustments thereto;
  - (iii) Any such other documents as might be reasonably requested by the Title Company and Seller to consummate the purchase of the Property.

**10. Transaction Charges and Expenses.** The Title Company shall serve both as escrow and closing agent for this transaction. Buyer and Seller shall pay equally the Title Company's fee for closing this transaction. Real property taxes on the Property for the year in which the transaction closes shall be prorated to date of closing, with the parties executing a tax proration agreement as set forth in Section 9(a)(iv). Seller shall pay any transfer taxes and recording fees or taxes.

**11. Liability for Default.**

(a) **Default by Seller.** If the Buyer has performed all of the obligations of Buyer hereunder and Seller shall breach this Agreement or fail to perform any of Seller's obligations hereunder, or fail to otherwise close this transaction, then Buyer, may elect, as its remedy, to either:

- (i) treat this Agreement as terminated, in which case all payments and things of value received hereunder, including the Earnest Deposit described in Section 2 above, shall be returned to Buyer, Seller agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit to Buyer, and to reimburse Buyer for all of its expenses incurred for its investigation of the Property under Section 6, herein, as evidenced by paid invoices to third parties; or
- (i) treat this Agreement as being in full force and effect and Buyer shall have the right to an action for specific performance. Seller shall reimburse Buyer for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.

(b) **Default by Buyer.** If the Seller has performed Seller's obligations under this Agreement, and after the satisfaction of all conditions stated herein to the benefit of the Buyer, Buyer fails to make the payments herein or fails to otherwise close this transaction, then Seller, as its remedy to either:

- (i) treat this Agreement as terminated, in which case the Earnest Deposit described in Section 2 above, shall be retained by Seller and, Buyer agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit; or
- (ii) treat this Agreement as being in full force and effect and Seller shall have the right to an action for specific performance. Buyer shall reimburse Seller for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.

**12. First Right of Refusal Options.** The seller warrants and represents that there is no existing first right of refusal option to allow a third party to purchase the Property.

**13. Miscellaneous.**

(a) **Authority and Binding Effect.** Both the individual(s) signing this Agreement on behalf of Seller and the individual signing this Agreement on behalf of Buyer have the authority to bind the respective party to the agreements set forth herein. This Agreement shall be binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The representations and agreements contained herein shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto

(b) **Attorneys' Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

(c) **Time is of the Essence.** Time shall be considered of the essence for this Agreement.

(d) **Waiver.** No waiver by Seller or Buyer of any default or breach under this Agreement shall operate as a waiver of any future default, whether of like or different nature.

(e) **Entire Agreement; Modification.** This Agreement contains the entire agreement of the terms and conditions agreed upon by the parties herein. This Agreement supersedes any and all previous agreements, whether oral or written, regarding the subject matter of this Agreement.

(f) **Counterparts and Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and are hereby declared by all parties to this Agreement to be the same as an original signature to this Agreement. A facsimile of this Agreement, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Agreement and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed.

(g) **Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly, by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. The term "Seller" may either be singular or plural according to whichever is evidenced by the signatures below.

(h) **Severability.** Should any provision of this Agreement be held to be illegal, invalid or unenforceable, such a finding shall have no effect on any other provisions of this Agreement.

(i) **Controlling Law.** This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

(j) **Computation of Time.** If any date for the occurrence of an event or act under this Agreement falls on a Saturday, Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day. All time computations under this Agreement shall be based on Central Time Zone.

**14. Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of (i) the date of delivery, if served in person, (ii) two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, (iii) the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express, or (iv) upon receipt, if delivered by facsimile with confirmed transmittal. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Springfield, Missouri, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

Notice shall be sent to the following:

For Seller:

Jerry R. North  
P.O. Box 1094  
West Plains, Missouri 65775-1094

and/or

Sharon C. Bode  
865 S. Farm Road 241  
Rogersville, Missouri 65642-9144

For Buyer:

Drew Bennett, Chancellor  
Missouri State University – West Plains  
128 Garfield Ave.  
West Plains, Missouri 65775

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending to be bound by the terms of same, as of the last date indicated below.

**BUYER**

Board of Governors of Missouri State University – West Plains

\_\_\_\_\_  
By: Drew Bennett, Chancellor

\_\_\_\_\_  
Date

**SELLER**

*Jerry B. North* 2/13/18  
\_\_\_\_\_  
By: Jerry B. North

*February 10, 2018*  
\_\_\_\_\_  
Date

*Sharon C. Bode*  
\_\_\_\_\_  
By: Sharon C. Bode

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOTS 5 AND 6 IN BLOCK 5 IN JOHNSON AND CATRON'S ADDITION TO THE CITY OF WEST PLAINS, MISSOURI.

**Missouri State University Faculty Senate Report to MSU Board of Governors**

February 23, 2018

Cindy MacGregor, Chair of Faculty Senate 2017-2018; [cmacgregor@missouristate.edu](mailto:cmacgregor@missouristate.edu)

*Leadership Platform of Current Chair:* Clarify faculty voice in university decision making.

**2017-18 Ad Hoc Committees of the Faculty Senate**

**1. Ad Hoc Committee on Personnel Hiring Trends**

A report on the hiring trends at MSU since 1995 was presented at the January session of Faculty Senate. Personnel trends were shown as a ratio to full-time student enrollment. A full report is available within the January session attachments (See attachment 7, starting on p. 31 at <https://www.missouristate.edu/assets/facultysenate/FS.JAN.2018.Agenda.Packet.pdf>). A follow-up study will examine five recommended areas warranting further investigation (see full report, p. 43 of attachment).

*Deadline for Follow-up Report.* April session of Faculty Senate

**2. Ad Hoc Committee on Policy Review**

As described in the previous report, this committee plays an important role in the review of existing policy and new policy. The Committee on Rules' recommendation to Faculty Senate to make this committee a standing committee of Faculty Senate will be voted on at the February 2018 session.

**3. Ad Hoc Committee on 120-Hour Graduation Requirement**

As described in the previous report, this committee examined the change in graduation hours from 125 to 120. The change was recommended to the Faculty Senate and approved by university leadership and the Board of Governors. Change was implemented for spring 2017.

**4. Ad Hoc Advisory Committee of Senate Chairs**

This gathering of past senate chairs who are still faculty at Missouri State University is investigating a lingering issue of faculty.

*Deadline for Report.* April session of Faculty Senate.

**Other Faculty Senate Activity Since Last Report**

*Curricular Work Group.* A large work group continues to resolve various issues with the online curricular workflow system, initiated two years ago. Recent activity has included a staffing adjustment to the personnel process overseeing curriculum changes.



***Leadership Lunches.*** The leadership of faculty, staff, and students continues to meet monthly for lunch. This group includes the chair and chair-elect of Faculty Senate, the chair and chair-elect of Staff Senate, and the president and vice-president of the Student Government Association. Recent conversations have focused on budget matters of concern to the university.

***SB997, Core Transfer Curriculum.*** Follow-up open forums, hosted by Josh Smith, have solicited additional faculty input and provided an information exchange about the proposed changes. The timeline for implementation, as mandated by the legislation, remains an issue for effective advisement of students and appropriate curricular engagement of university faculty.

***Innovative Programs.*** FSEC is continuing to clarify university policies and guidelines concerning undergraduate certificates. Several undergraduate and graduate certificates have recently been approved. Multiple certificates are in the process of curricular development or review.

### **Resolutions and Senate Actions**

***Faculty Senate Resolution Opposing Proposed Changes to Faculty Workloads at Missouri State University West Plains  
[On agenda for February 7, 2018 Faculty Senate]***

VII.B.

**Report from the Provost**

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

1. Spring Term Online Enrollment
2. Update on the Annual Tenure and Promotion Process
3. New/Replacement Hires in Academic Administration Positions
4. Perceptions from the AACSB Site Visit
5. History of Tobacco Education Projects of the Ozarks Public Health Institute (OPHI)



**THE OFFICE OF RESEARCH ADMINISTRATION  
ACTIVITY REPORT – FISCAL YEAR 2018 THROUGH JANUARY**

Missouri State University faculty, staff, and students are involved in research, education, and service projects through the support of governmental, business, and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2018 through the month of January.

**PROJECT HIGHLIGHTS**

- **Tammy Wiley**, General Manager of Ozarks Public Broadcasting, and **Rachel Knight**, Assistant General Manager of Ozarks Public Broadcasting received **\$882,208** from the **Corporation for Public Broadcasting** through the FY 2018 Television Community Service Program which will assist Ozarks Public Television (OPT) with the cost of its annual operating expenses.
- **Ridwan Sakidja**, Associate Professor of Physics, Astronomy, and Materials Science, received **\$728.621** from the **US Department of Energy**. This project will facilitate a new multi-modal approach to modeling of creep deformation in Nickel-base Superalloys. The overarching goal is to create quantitatively better predictive creep models. This procedure will potentially reduce the level of uncertainty from the perspective of experimental creep data and facilitate a better linkage between the experimentally-acquired creep data and the creep models that are established by the hierarchical multi-scale modeling.
- **David Meinert**, Interim Dean of the College of Business, received **\$699,600** from the **International Management Education Center (IMEC)**, to provide a proprietary Master of Business Administration Executive Option Program (EMBA), for IMEC. This program will be offered to Chinese managers and graduate business students identified by IMEC through its partnership with government institutions, universities and professional organizations in China. This program will make the MBA executive option available to students from China by bringing them to campus for one full year.

**RESULTS**

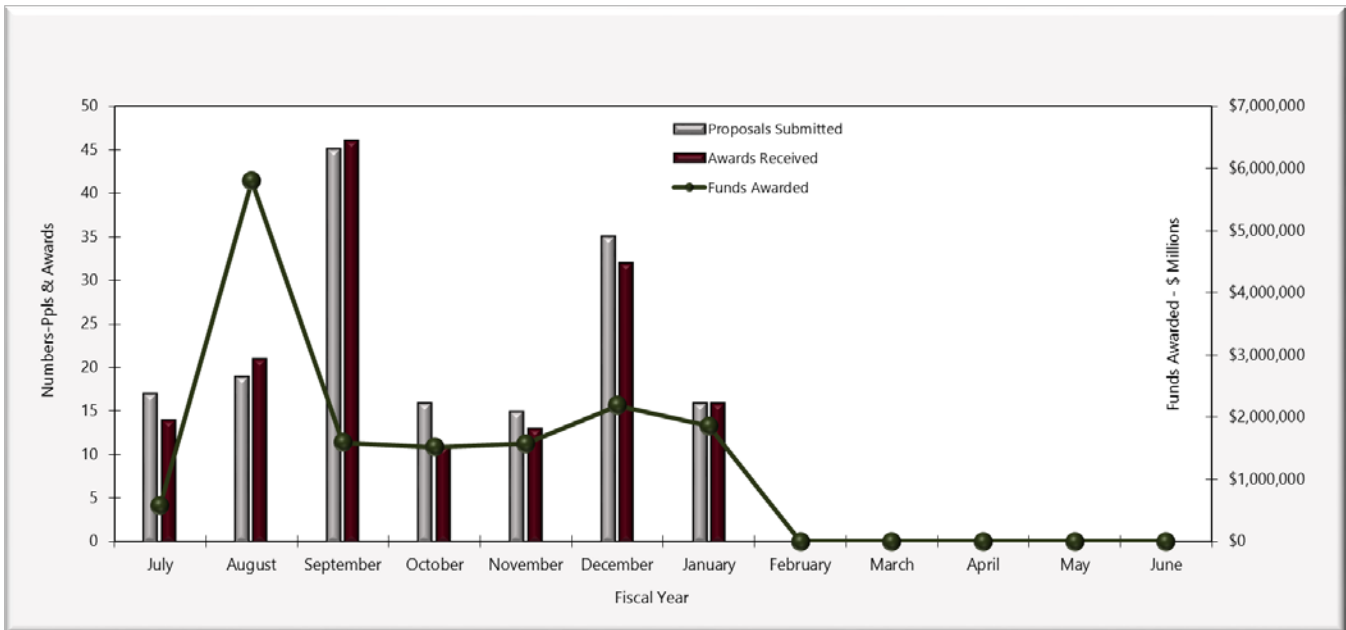
As of the end of January, the University has submitted 163 proposals for support of University-based projects. To date, 153 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$15.1 million. 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	163	-22%
Funds Requested	\$26,448,118	1%
Named Investigators	82	-10%
Grants & Contracts Awarded	153	-1%
Funds Awarded	\$15,112,534	8%

External funding activity so far in FY 2018:

Sponsored Program Activity FY 2018

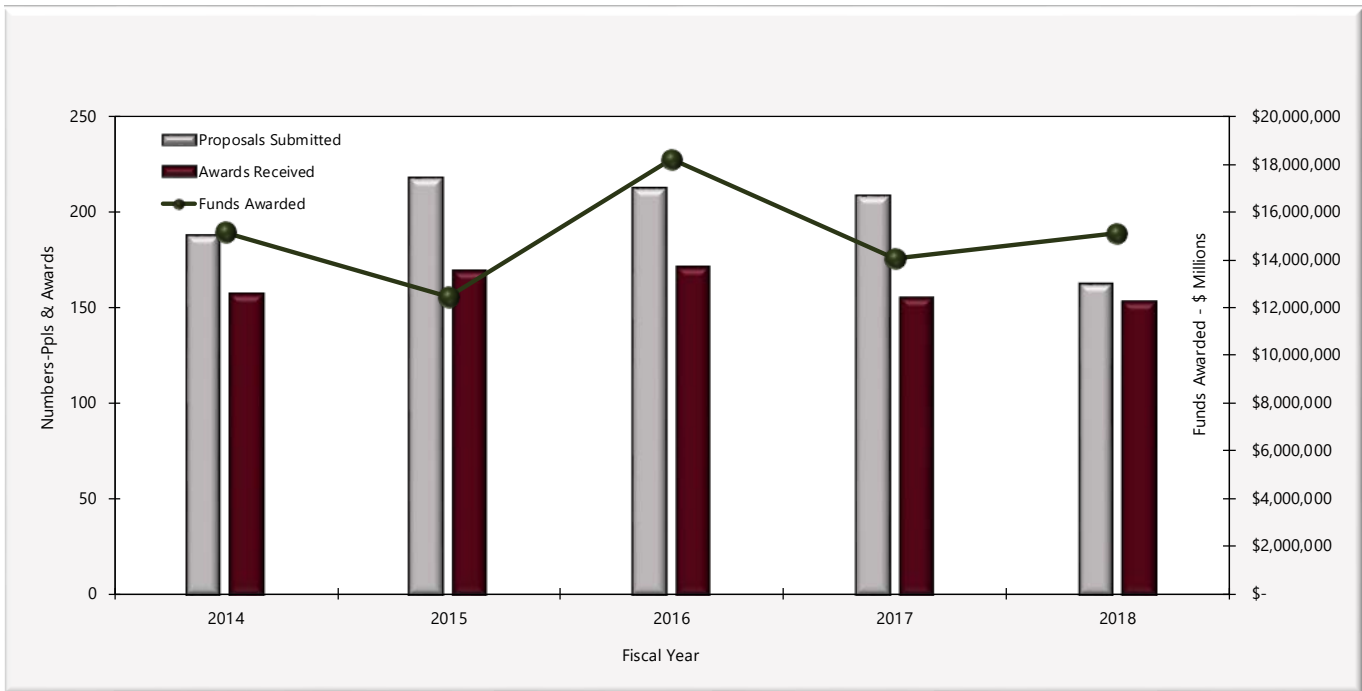
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	17	14	\$577,736
August	19	21	\$5,800,593
September	45	46	\$1,592,408
October	16	11	\$1,519,232
November	15	13	\$1,575,502
December	35	32	\$2,189,949
January	16	16	\$1,857,113
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	163	153	\$15,112,534



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of January (FY 2014 - FY 2018)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2014	188	31	0	3	35	88	157	\$ 24,058,761	\$ 15,138,871
2015	218	37	0	2	27	104	169	\$ 28,452,237	\$ 12,442,779
2016	213	36	2	5	32	96	171	\$ 39,020,564	\$ 18,204,278
2017	209	35	0	3	31	86	155	\$ 26,162,556	\$ 14,038,077
2018	163	35	0	5	30	83	153	\$ 26,448,118	\$ 15,112,534



Grant and contract activity for FY 2018, through January:

**Missouri State University  
FY 18 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	2	1	6	8	15	\$ 219,094	8	11	\$ 219,094
Center for Grapevine Biotechnology	0	1	0	1	1	2	\$ 84,964	1	2	\$ 84,964
Mid-America Viticulture & Enology Center	2	1	1	1	4	3	\$ 47,144	3	3	\$ 47,144
College of Arts & Letters	0	1	0	2	1	2	\$ 579,841	1	2	\$ 579,841
Center for Dispute Resolution	0	1	0	1	2	2	\$ 24,486	2	2	\$ 24,486
Center for Writing in College, Career, & Community	2	1	2	1	9	9	\$ 98,233	5	5	\$ 98,233
College of Business	0	1	0	1	3	3	\$ 1,442,925	3	3	\$ 1,442,925
Center for Project Innovation & Management	0	0	0	1	0	1	\$ 30,000	0	1	\$ 30,000
College of Education	2	5	2	4	8	8	\$ 429,540	8	8	\$ 429,540
Agency for Teaching, Leading and Learning	0	1	0	1	4	4	\$ 1,366,702	4	4	\$ 1,366,702
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	2	15	2	12	23	21	\$ 776,413	18	16	\$ 719,677
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	3	0	1	3	1	\$ 121,875	2	1	\$ 121,875
Center for Archaeological Research	1	1	1	1	8	7	\$ 444,191	6	5	\$ 444,191
Center for Community Engagement	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	2	22	0	9	39	14	\$ 1,367,822	32	13	\$ 1,355,822
Bull Shoals Field Station	0	1	0	1	2	2	\$ 17,370	2	2	\$ 17,370
Center for Resource Planning & Management	2	0	3	0	11	14	\$ 563,030	8	9	\$ 563,030
Ozark Environmental Water Research Institute	1	1	1	1	5	5	\$ 113,084	4	4	\$ 125,084
Diversity & Inclusion	1	0	0	0	1	0	\$ -	1	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	2	0	2	2	2	\$ 6,555	1	2	\$ 6,555
President	1	0	1	0	1	2	\$ 555,892	2	2	\$ 555,892
Provost	1	2	1	2	3	4	\$ 64,915	3	4	\$ 64,915
Ozarks Public Health Institute	0	1	0	1	7	7	\$ 844,331	7	7	\$ 901,067
Southwest Missouri Area Health Education Center	1	0	1	0	4	4	\$ 140,350	4	4	\$ 140,350
Research & Economic Development	4	0	4	0	16	16	\$ 1,547,509	12	12	\$ 1,547,509
Center for Applied Science & Engineering	4	0	4	0	9	9	\$ 2,121,959	5	5	\$ 2,121,959
Center for Biomedical & Life Sciences	0	1	0	1	5	7	\$ 125,446	5	7	\$ 125,446
International Leadership & Training Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	1	0	1	0	5	5	\$ 620,234	5	5	\$ 620,234
Small Business Development & Technology Center	1	0	1	0	3	3	\$ 15,222	3	3	\$ 15,222
Student Affairs	1	0	2	0	1	3	\$ 305,373	1	3	\$ 305,373
West Plains	3	3	5	2	8	9	\$ 1,038,034	7	8	\$ 1,038,034
<b>TOTAL</b>	<b>32</b>	<b>66</b>	<b>33</b>	<b>52</b>	<b>196</b>	<b>184</b>	<b>\$ 15,112,534</b>	<b>163</b>	<b>153</b>	<b>\$ 15,112,534</b>

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

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

**REPORT TO BOARD OF GOVERNORS  
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER  
Submitted for Board of Governors Meeting (February 23, 2018)**

**Division for Diversity & Inclusion Diversity (DDI) Initiatives & Collaborative Efforts**

**6<sup>th</sup> Annual Collaborative Diversity Conference (CDC)** – Planning Committee meeting every two weeks. CDC scheduled for April 25 - 27, 2018 Conference w/Student Day on April 28 organized by Multicultural Student Services. Conference features keynote professor in residence, Dr. Damon A. Williams. CDC highlights include pre-conference Facing Racism seminar and best practices in business/corporate, public sector and higher education diversity and inclusion initiatives; and Diversity Champions Luncheon and Panel Discussion.

**Bears LEAD [Transition Support Program]:**

The Bears Leadership, Empowerment, Achievement, and Diversity (LEAD), a pilot transition support program for first generation students, is managed by Coordinator, Mariah Greer and supervised by Assistant Vice President for Student Affairs, Dr. Michele Smith.

Bears LEAD, a collaborative program created with DDI involvement, facilitates student orientation to the MSU college experience through “on-boarding”; connectivity to student resources such as the Bear Claw; leadership development; cultural consciousness/ awareness activities, as well as community engagement throughout the academic year to enhance student retention and academic success.

**Facing Racism Institute (FRI):**

The FRI reconvened at Missouri State University with premier sponsor the Springfield Area Chamber of Commerce and corporate partners Community Foundation of the Ozarks and City Utilities of Springfield. First session held October 12 - 13, 2017 entitled “A CHANGING DYNAMIC: Facing Racism in 2017”. The FRI program includes understanding origins of racism; engaging in meaningful conversations about its impact while developing strategies to mitigate and eliminate divisive racist attitudes and behaviors. *Dr. Leslie A. Anderson and Professor Lyle Q. Foster, Faculty Diversity Training Coordinator*, facilitated the sessions with 20 participants including managers and administrators from the Springfield Region Chamber of Commerce; City of Springfield; City Utilities; Greene County; Cox Health Systems; other local employers and community members. Next FRI is scheduled for May 31 - June 1, 2018.

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

### **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](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. DDI and Giving Voice Director, Dr. Carol Maples, seeking additional support for campus/community engagement. ***GV to be featured at National Association of Diversity Officers in Higher Education (NADOHE) Annual Conference in Washington, D. C. in March 2018.***

### **Faculty Diversity Coordinator:**

Professor Lyle Q. Foster, Sociology, and Faculty Diversity Coordinator in the Division for Diversity & Inclusion, continues new faculty Cultural Consciousness professional development sessions during 2018 spring semester. Professor Foster & Dr. Leslie A. Anderson, Counseling Leadership and Special Education, will facilitate two-day Facing Racism Institute sessions on May 31 and June 1, 2018.

**Tough Talks** – Tough Talks for spring 2018 semester beginning soon. Dates TBD.

### **Faculty Mentoring Program:**

University-level Faculty Mentoring Program Proposal yet to be submitted to the Chief Diversity Officer for review. [NO UPDATE]

### **President Councils on Diversity:**

President's Community Diversity Council, convened by DDI, is met on December 6, 2017 to receive updates on diversity initiatives on campus and within the community. Council interested in focusing on diversity and inclusion best practices that enhance cultural consciousness/competencies that benefit business, corporate, public, and nonprofit entities throughout the region. Also, provided input for 2018 CDC. Next meeting March 28, 2018, at Meyer Alumni Center, Ste. 505.

President's Student Diversity Council, convened by Student Affairs, focuses 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. Next meeting March 27, 2018, in PSU Union Club.

**Scholar 2 Scholar Program (S2S)** – S2S is a campus-wide research initiative for undergraduate students awarded work-study funds with interest in helping faculty from all disciplines as



research assistants by engaging in faculty research projects. Dr. Adena Young-Jones, DDI Diversity Fellow, facilitates S2S administration.

**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 2 years.

Talent Hubs are communities that organize and align themselves around talent goals to offer and create multiple pathways to success, and work to retain, attract, and cultivate talent. Via Talent Hubs, Lumina Foundation intends to accelerate community and regional attainment efforts and, based on research, believes a significant role exists within communities for postsecondary attainment as well as to improve the ecosystem in which students follow pathways to, through and out of their postsecondary experience with a high-quality degree or credential.

*Application for funding to be submitted 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 by partnership comprised of MSU, OTC, Prosper 2015, Community Partnership of the Ozarks, and Community Foundation of the Ozarks.*

**Interfaith Diversity Taskforce** – Taskforce selected temporary site for Interfaith center at Mary Jean Price Annex. The group will be working to equip and provide materials and equipment for space.

*Eboo Patel, CEO from Interfaith Youth Core visited MSU:* Howard Cavner, Ekklesia, and interfaith diversity task force continues planning for temporary Interfaith Center and CDO following up with IFYC interfaith leadership for collaboration at MSU for students, administrators and interfaith community advocates.

**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 will be surveyed. VIEWS data will be used to develop and impact specific campus outcomes or goals regarding religious diversity on campus.

**Brother 2 Brother (B2B):**

B2B is a 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 SAAB and SAAB President, Dr. Tyrone Bledsoe, feted at CFO reception February 12, 2018.

**2017-2018 Action Plan** – CDO continuing to develop Division for Diversity and Inclusion priorities for fall 2017-spring 2018 with assistance from 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.

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

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

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, Dee Siscoe, regarding religious climate survey process and future religious diversity initiatives on campus.

CDO meeting with Bears LEAD coordinator and VP Student Affairs, Michele Smith, regarding administration of program on December 18, 2017.

CDO attended Historical Lincoln High School Planning meeting with Greene County Library representatives on December 20, 2017.

CDO participated in Collaborative Diversity Conference Planning meeting on January 9, 2018.

CDO attended AC Staff Awards Luncheon, January 10, 2018.

CDO attended City of Springfield, OTC and MIB meeting with community reps regarding OTC Master Plan and preliminary discussion of African American History Trail on January 11, 2018.

CDO attended President's Reception for Roy Tan on January 16, 2018.

CDO attended Affordability Communications Rollout announcement January 18, 2018.

CDO attended MIB Board meeting on January 18, 2018.

CDO attended webinar (Dr. Jamie Washington on Racist Messages on Campus) on January 23, 2018.

CDO, VPDDI and Faculty Diversity Coordinator attended AAC&U Annual Meeting in Washington, D.C. with President Smart, January 24 - 26, 2018.

CDO presentation to Pipkin Pirate Empowerment students on January 29, 2018.

CDO meeting on January 30, 2018 w/MIB reps regarding future meetings with AGC.

CDO met with SGA Diversity Committee chairperson, Cidney Grimes to discuss D & I agenda for spring semester.

CDO interview with MSU Alumnus Harold McPherson and Channel 10 reporter Erika Kelm regarding Walter Majors history in Springfield on January 31, 2018.

CDO attended City of Springfield City Manager Search meeting with Consultant, President/CEO Matt Morrow of Chamber of Commerce, and Tracey Kimberlin, President/CEO of Springfield Convention and Visitors Bureau, on February 1, 2018.

CDO participated in Executive Enrollment Management Committee meeting on February 2, 2018.

CDO attended Springfield Police Chief's Advisory Group meeting on February 5, 2018.

CDO attended Values, Interfaith Engagement, and Worldview Survey (VIEWS) planning meeting on February 6, 2018.

CDO attended Book Talk: Blind Spot facilitated by Diversity Fellow Dr. Adena Young-Jones at Meyer Library on February 6, 2018.

**Assistant Vice President for Diversity & Inclusion Activity Report:**

January 2	Met with United Way – Diversity Training for Leadership
January 8	Diversity Training – MSU West Plains New Staff (8)
January 9	Diversity Training – MSU West Plains Faculty (27)
January 10	Staff Awards Luncheon
January 11	Met with Springfield Chamber – Danny Perches
January 11	Conference Call – Diversity Executive Leadership Academy (DELA) Advisory Council.
January 11	Met with Cox Health – Christina Hoefmeister
January 16	Diversity Development – Springfield Convention and Visitors Bureau.
January 17	Met with Don Harkey, People Centric, Sponsorship
January 17	Met with Heather Fesperman, Darr Foundation, Sponsorship

January 24-27

AAC&U National Conference – Washington DC

Sponsor contacts – Contacted Previous Collaborative Diversity Conference Sponsors, John Deere Reman (\$2,500), SPS (\$1,000), Commerce Bank (\$2,500), Community Foundation of the Ozarks (\$1,500), SAHRA (\$1,000)

Facing Racism Institute – Recruit Participants and Sponsors, Chamber of Commerce (\$5,000)

Developing Student Diversity Training

**DDI Faculty Diversity Training Coordinator- Professor Lyle Q. Foster:**

Attended the American Association of Colleges and Universities Annual Meeting in Washington, D. C. Attended sessions on Recruiting Faculty of Color, Maintaining Campus Inclusive Excellence, Best Practices and Open Roundtables. Excellent conference with a lot of good strategies and information.

Co-Sponsored Campus Film Screening and Discussion on Film “Strong Island” in conjunction with the African and African-American Studies Committee.

Met with Nancy Gordon in the Faculty Center for Teaching and Learning and Kelly Cabrera-Hurtado from International Leadership and Training to plan several training and mentoring sessions for international faculty. These sessions are tentatively scheduled for March and April.

Will be working with Dr. Adena Young-Jones on the next sessions of Lunch and Learn to provide diversity sessions for faculty and staff.

Serving on the planning committee for the 2018 Collaborative Diversity Conference.

Planning a Spring Semester Shattering the Silences Session

Met with Nancy Gordon from the Faculty Center for Teaching and Learning (FCTL) and Wes Pratt to plan mentoring sessions for underrepresented faculty and international faculty.

Attend and participate in the Police Chief’s Community Advisory Council.

Attend and participate in the monthly Minorities in Business meeting.

Prepare the Tough Talks schedule for the spring semester.

Attend Bears Lead advisory council meeting.

Participate and speak at monthly Bears Lead student meeting.

Meet with Evangel University staff regarding cultural consciousness training for resident assistant staff members.

Facilitate a session of Missouri State Semester Resident Assistant training at 2018 spring semester orientation

Participate in a panel for Leadership Springfield on Diversity

Meet and assist Springfield Symphony staff with February symphony presentation in marketing to Springfield's diverse community

Submit grant proposal to the Missouri Humanities Council for support of trail concept for Springfield-Greene County.

Work on concept proposal for African-American Heritage Trail in Springfield-Greene County.

Work with library committee on selection of 2019 Community common reader.

### **DDI Diversity Fellow Report-Dr. Adena Young-Jones:**

#### **Spring 2018**

##### Core Responsibilities:

Book Talk 1

Book Talk 2

Book Talk 3

S2S Orientation Session 1—2 faculty, 2 students

S2S Orientation Session 2—canceled

S2S Conclusion Session 1

S2S Conclusion Session 2

S2S Informational Session 1

S2S Informational Session 2

Shattering the Silences One Drop of Love

Shattering the Silences Define American

Shattering the Silences Tough Talk Panel

Mini-Diversity Workshop 1—10 (first session) and 6 (second session)

Mini-Diversity Workshop 2

Mini-Diversity Workshop 3

Mini-Diversity Workshop 4

##### Extra Activities:

-Assisting with VIEWS survey (i.e., IRB approval, dissemination, etc.)

-Helping with CDC planning committee

-Updated S2S promotional materials

-Creating a S2S survey to document impact and effectiveness

-Diversity Mini-Diversity Workshop: Micro-Aggressions for Roberto Canales graduate Physician Assistant class—29 students

-Diversity Lunch and Learn Event 1 (Topic: Sharing Privilege)

-Diversity Lunch and Learn Event 2 (Topic: Inclusive Classrooms)

-Diversity Lunch and Learn Event 3 (Topic: Belonging)

-Diversity Lunch and Learn Event 4 (Topic: Mentorship)

*\*The events above are co-hosted with Lyle Foster. They are open to all faculty and staff.*

Submitted: February 7, 2018

X.A.

**STUDENT BODY PRESIDENT REPORT**

Mr. Brandon McCoy, President of the Student Body, will make a report to the Board of Governors.

**Student Affairs Report**  
**Missouri State University Board of Governors**

February 23, 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 December Board Meeting include:

**Enrollment Management & Services:**

- After two weeks of classes, our enrollment for the spring semester was up by about 450 students over the same time last year. Thus, we appear to be on track to set a new spring enrollment record (driven primarily, of course, by students returning from our record fall enrollment). Our official spring semester headcount enrollment report will be available on Wednesday, February 14.
- We received a record number of applications for the Presidential Scholarship and interviewed 307 students on Saturday, January 27 up from 264 last year and the previous record of 294 in 2015.
- We received a record number of applications for the Inclusive Excellence Leadership Scholarship and have invited 215 students to interview for that scholarship on February 24, up from 133 last year.
- The scholarship program changes noted by President Smart in his January 18 announcement are being implemented. As of January 31, we had made offers of our entitlement scholarships (Governors, Provost, and Deans) to 2,567 students, up by 202 over last year. We had also offered the Missouri State Promise Scholarship, based on a combination of need and academic indicators, to 439 students. We will continue to offer scholarships to qualified students who apply for the fall 2018 semester through March 15.
- The Career Center provided Institutional Research with outcomes data for our 2016-17 (summer, fall, spring) graduates. Through a comprehensive effort, we obtained data on 92 percent of our students (referred to as "knowledge rate") and were able to report an 81% successful outcomes rate according to MDHE standards. Both exceeded the MDHE targets.
- Our Financial Aid Office made significant enhancements to award letters and accompanying documents sent to new freshmen and transfer students regarding their financial aid awards. This is an example of our efforts to improve our yield from admitted students.

**Dean of Students:**

- The Dean of Students Office received over 30 session proposals from across the region for the May 3<sup>rd</sup> IMPACT Summit on College Student Mental Health to be held at the Plaster Student Union. Registration opens for the conference on February 16<sup>th</sup>.
- SOAR Springboard, our online pre-orientation program, was redeveloped to better inform students about tools and resources they can use to develop their path to graduation. A module concerning financial aid and services was added, as well.
- SOAR registration summer and fall 2018 admits opened February 1, two months before previous years.
- A team comprised of Dr. Andrea Weber, Dr. Thomas Lane, Jessica Silvey, and Jeff Mitchell traveled to the West Plains campus to train staff on their newly acquired Maxient (conduct database) software.
- Staff members participated in Winter Residence Life training where we refreshed Hall Directors and Assistant Hall Directors on the conduct process.
- The MSU Counseling Center provided counseling services to a total of **859** students since June 1 and provided a total of **2,134** individual counseling sessions. The data are trending toward another record year of students served at the center.
- Since June 1, 2017, the Counseling Center Staff provided **172** outreach opportunities and presentations to students, reaching **3,079** MSU students. Topics included: Counseling Center Services, Stress Management, Collegiate Recovery, Resiliency and Suicide Prevention.



- In collaboration with the Office of the VP for Student Affairs and the Dean of Students Office, the Counseling Center provided RESPOND training to **32** MSU staff and faculty on January 9, 2018. RESPOND is an 8-hour workshop that provides training on how to recognize signs and symptoms of mental health concerns in university students and teaches participants how to effectively assist students in gaining the help they need.
- The Office of Student Engagement has 35 students participating in the Distinction in Public Affairs Program.
- Phi Delta Theta Fraternity was closed by its National Headquarters for alleged violations of its risk management policies. The chapter will be eligible to return to campus in 2021.
- Transfer Student Interest Groups (TRIGS) launched to help engage transfer students with similar interests.
- NPHC plot crowdfunding ends February 11; the project has raised \$2175 from 35 donors thus far.
- IFC, PHA, NPHC is sending a delegation to represent MSU at the Association of Fraternal Leadership and Values February 8 – 11.
- The Disability Resource Center led two different sessions regarding privilege surrounding disability, as well as body image for Res Life student staff spring training.
- In collaboration with the FCTL, the Disability Resource Center has conducted multiple accessible trainings for faculty.
- Access Technology Center (ATC) has converted over 70 books into various alternative formats (i.e. braille, mp3, pdf, etc.)

#### **Campus Recreation:**

- Foster Recreation Center invited Missouri State employees to visit, learn, and participate in employee programs such as BearFit, paddleboarding, personal fitness assessments, personal training, massages, and open rock wall climbing.
- Campus Recreation is hosting a new activity – Intramural Archery Tag. This exciting action-packed archery game is played similar to dodgeball with special bows and foam-tipped arrows. It can be played indoors or outdoors.

#### **Health and Wellness Center:**

- The Women's Center naming dedication will be Friday, February 16 at noon.
- The dedication and ribbon cutting for the new Health and Wellness Center will be Monday, March 5 at 11:00 AM. A facility-naming event will occur later in April.

#### **MSU Bookstore:**

- The Bookstore received and processed 6,283 online orders for course materials, BearWear, graduation regalia and electronics during the spring rush period.
- The Bookstore revamped their on-line order processing structure to provide near real-time order fulfillment for the spring rush period.
- In October, the Bookstore donated \$9,005.75 to the Emergency Scholarship Fund from proceeds received from the sale of the Be-a-Bear T-Shirt Sales.
- Staff from the Bookstore setup our Mobile store in support of the Maroon Ball events in St. Louis and Kansas City.

Respectfully submitted by,  
Dr. Dee Siscoe, Vice President for Student Affairs

MarCom updates since the December 14, 2017 meeting

**Brand Refresh Roll-out**

We continue the rollout of the brand refresh across campus.

**Web and New Media**

- The newly redesigned HR website will roll out by the end of February.
- The social media team continues to promote Missouri State via Facebook, Twitter and Instagram, which garners positive feedback from prospective students, alums and the community.
- The social media team continues to successfully monitor the pulse of social media outlets in an effort to identify, address and contain potential adverse situation. This information is also used to alert other units on campus.

**University Communications**

- The Affordability Media event took place on January 17. The announcement received media coverage from across the state as a result of active promotion prior to the event and live-streaming during the event. UC served as the leader of the event with active support from Web and New Media and Photo and Video Services.
- The team continues 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.
- The team, in conjunction with Web and New Media and David Hall (Manager for Emergency Preparedness), continues our work on expanding and updating the crisis communication plan.

**Photo and Video Services**

- The video team continues to produce creative videos that inspire the campus community.
- Our photography team continues to produce quality work that incorporates the new brand, becoming a highlight in our publications.

**Publications**

- The team moved forward designing award winning communication pieces incorporating the messaging and design elements of the new brand. Recent awards from CASE District 6 (Council for Advancement and Support of Education) include:
  - Gold
    - 2016 Foundation Annual Report
    - Missouri State magazine feature writing
    - Undergraduate view book
  - Silver
    - 2017 Mind's Eye
  - Bronze
    - Missouri State Magazine: Singing to the Nation Our Message of Unity and Hope editorial

XII.A.

**STAFF SENATE REPORT**

Mr. Robert Moore, Chair of the Staff Senate, will make a report to the Board of Governors.

XIII.A.

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

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

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

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

**WHEREAS**, additional revisions to the Employee Handbook are needed in order to correct typographical, grammatical, and formatting errors; and

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

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

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

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

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

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

### **Appraisal and Development Plan**

- Language updated to reflect the location of the online Appraisal and Development Plan, clarify current practices due to implementation of the online process, and provide guidance for developing a performance improvement plan.
- Applicable sections:
  - 5.1 Purpose
  - 5.2 Method of Evaluation
    - 5.2.1 Performance Planning Meetings
    - 5.2.2 Performance Appraisal Meeting
    - 5.2.3 Mid-Year Meeting
    - 5.2.4 Performance Improvement Plan
  - 5.3.1 Probationary Period Evaluations
  - 5.3.2 Annual Performance Evaluations

### **Regulations**

- Language updated to clarify processes, provide additional resources, and ensure compliance with applicable agreements and laws.
- Applicable sections:
  - 2.2.1 Discrimination and Harassment Training Policy
  - 2.17 Domestic Violence in the Workplace
  - 6.5 Worker's Compensation
  - 7.7 Family and Medical Leave
  - 9.4 Disciplinary Guidelines for Misconduct
    - 9.5.4 Disciplinary Suspension
  - 9.7 General Provisions for Disciplinary Actions

### **Learning Management System**

- Language updated to reflect changes due to the implementation of the Learning Management System, and clarify the existing process and use of the noncredit course fee waiver.
- Applicable sections:
  - 6.4.2 Noncredit Course Fee Waivers
  - 6.4.3 Organizational and Talent Development Programs

### **Shared Leave**

- In support of the Shared Leave Committee proposal, language increases the employee contribution from 32 to 48 hours and removes the 200-hour threshold for ease of

administration. Modified the existing language to allow for per case utilization of shared leave versus over the term of employment.

- Applicable sections:
  - 7.19.4 Eligibility (Shared Leave)
  - 7.19.5 Shared Leave (SL) Committee
  - 7.19.6 Procedures (Shared Leave)

## **G7.02 Employee Handbook for Administrative, Professional, and Support Staff Employees**

### **2.2.1 Discrimination and Harassment Training Policy**

To create a positive learning, working and living environment, the University must provide an atmosphere free of discrimination and harassment. The most effective way to prevent discrimination and harassment is through awareness and education. There are at least four goals to be achieved through education: (a) ensuring that all alleged victims (and potential victims) are aware of their rights; (b) notifying individuals of conduct that is proscribed; (c) informing administrators about the proper way to address complaints of violations of this policy; and (d) helping educate the community about the problems this Policy addresses.

To achieve these goals, Missouri State University Office for Institutional Equity and Compliance has developed a training program to inform, educate and guide members of the University community on sexual harassment and discrimination. ~~New employees must complete the online Office for Institutional Equity and Compliance training program within 30 calendar days from their start date. Every three years, all University employees are required to complete the Preventing Discrimination and Harassment Online Training Program and the Preventing Sexual Misconduct (Title IX) Online Training Program refresher. The training program addresses the prevention of sexual harassment, prevention of employment discrimination, and working with disabilities. All employees must attend the mandatory training program sponsored by the Office for Institutional Equity and Compliance every three years. New employees must complete the online Office for Institutional Equity and Compliance training program within 30 calendar days from their start date. Newly promoted supervisory employees must complete the online Office for Institutional Equity and Compliance training program supervisor section on preventing discrimination and working with disabilities 30 calendar days from the start date of their promotion.~~

### **2.17 Domestic violence in the workplace**

Missouri State University seeks to create a supportive workplace environment in which employees feel comfortable discussing domestic violence and seeking assistance for domestic violence concerns. The purpose of this policy is to increase awareness of domestic violence and to provide guidance to employees and management in addressing domestic violence issues and their effects in the workplace.

Domestic violence, as defined for this policy, is any physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person. Such behavior can be violent or threaten violence and may result in physical or emotional harm or otherwise place a person's safety and productivity at risk. Domestic violence is a serious problem that affects people from all walks of life. It can adversely affect the well-being and productivity of faculty and staff members who are victims, as well as their co-workers.

Missouri State University does not tolerate domestic violence in the workplace, including offices, work sites, vehicles, field locations or other locations where University business is conducted. Domestic violence perpetrators may be removed from the premises and may be subject to arrest and/or criminal prosecution. Employees who engage in domestic violence in the workplace, or who use University facilities, property or resources to engage in domestic violence are subjected to disciplinary action, including termination of employment.

The University is committed to working with faculty and staff members who are victims of domestic violence to prevent abuse and harassment from occurring in the workplace and to reduce its impact on employee well-being and productivity. No faculty or staff member will be penalized or disciplined solely for being a victim of harassment in the workplace. Faculty and staff members who are victims of

domestic violence are expected to cooperate with the University in instituting approaches to create a safe working environment for them, as well as their co-workers.

All Missouri State University employees need to take seriously the problem of domestic violence and its effect in the workplace. ~~The University's Title IX Office (836-6810), located in Carrington Hall 314, is available to meet with employees who are experiencing or have concerns about domestic violence in order to discuss available options and resources. Missouri State University will take all reasonable measures to foster a safe working environment for all employees and other members of the University community.~~ You Employees may also contact the Family Violence Center, 417-837-7700, 24 hour hotline 417-864-SAFE (7233) or 800-831-6863, the Missouri Coalition of Domestic Violence, 573-634-4161, or The Victim Center, 417-863-7273.

### 3.2.2 Part-time Employees

The hiring procedures for part-time employees differ from those followed for full-time employees. The Office of Human Resources web page includes a [Part-time Employee Hiring Checklist](http://www.missouristate.edu/human), <http://www.missouristate.edu/human> which should be followed by departments when hiring a part-time employee. Additional information related to part-time employees can be located at <https://www.missouristate.edu/human/3766.htm>.

## 3.4 JOB POSTING

University system-wide vacancy announcements of full-time positions are available:

- online on the University's Web Site at <http://jobs.missouristate.edu/>
- on the bulletin board outside the Office of Human Resources, Carrington Hall
- on a 24-hour telephone recording at (417) 836-4683
- on a 24-hour Bid Information Hotline for bargaining unit employees at (417) 836-8367 for bid notices, notice of assignments, and notice of awards for bargaining unit positions at various campus locations
- online [Union Bids and Awards](http://www.missouristate.edu/human/UnionBidsandAwards.htm) for bargaining unit positions at ~~<http://www.missouristate.edu/human/UnionBidsandAwards.htm>~~.
- with various affirmative action recruitment sources.

## 3.5 APPLICATION FOR VACANT POSITIONS

Each ~~administrative and professional~~ position announcement that is posted or advertised specifies the application procedures for the applicant or employee to complete. To be considered for a specific position, it is the responsibility of all applicants, internal or external, to monitor vacancies at <https://jobs.missouristate.edu> and complete the online application form before the posted closing date.

A current employee interested in being considered for transfer or promotion to a vacant position at the University should apply online at <https://jobs.missouristate.edu>. (See [Section 4.3.5](#) of this handbook for specifics regarding transfers.)



Individuals not employed by the University on a full-time basis are not eligible to apply for positions posted with the statement "Internal posting for promotion and transfer consideration of full-time, regular University employees only." However, in rare cases of business necessity upon the recommendation of the Vice President of the area in which the vacancy is being posted and with the prior approvals of the Director of Human Resources and the Director of Institutional Equity and Compliance, University's Equal Opportunity Officer, an individual not employed on a full-time basis may be allowed to apply.

### 3.6.1 Support Staff Positions

Applications for support staff positions are screened by the hiring department to determine whether the applicant meets the minimum qualifications to be considered for the position. ~~On the West Plains campus, the appropriate departmental administrator or supervisor conducts the initial screening of the applications.~~ The most qualified candidate(s) will be invited for an interview.

### 3.6.2 Administrative and Professional Positions

The departmental administrator may wish to be involved in the initial screening process or may form a search committee to assist in the recruitment and screening process for administrative and professional positions. Prior to interviews being conducted, the hiring administrator and major administrator will review the list of applicants for the position. For complete instructions regarding screening of applications for administrative and professional positions, refer to the Recruiting a Diverse Workforce: Guidelines for Hiring Faculty, Academic Administrators and Executive, Administrative and Professional Staff Search Guidelines document at <http://www.missouristate.edu/equity/47480.htm>.

## 3.7 CRIMINAL BACKGROUND CHECKS

Missouri State University conducts background checks as outlined in the Criminal Background Check Policy. Consideration will be given to the relationship between a conviction and the responsibilities of the position that is or will be held. A relevant job-related conviction is grounds for termination of employment or non-selection of an applicant. For positions that require operation of a motor vehicle, a conviction shall include misdemeanor traffic violations.

Falsification of application materials, ~~including failure to disclose felony convictions,~~ is grounds for termination of employment or non-selection of an applicant. University employees must notify the Office of Human Resources within five (5) days of a conviction for a felony, or any drug, alcohol, or sex-related offense. Failure to report such conviction is grounds for disciplinary action up to and including termination of employment or non-selection of an applicant. Supervisors should notify the Office of Human Resources immediately upon being informed of any such conviction.

## 3.8 PRE-EMPLOYMENT PHYSICAL EXAMINATION

After the employment offer, the applicant will be required to satisfactorily complete a pre-employment physical examination, including a drug screening, to determine whether the ~~employee applicant~~ is capable of performing the essential functions of the position. Physical examinations are given by the University's Taylor Health and Wellness Center at no cost to the applicant. However, if Taylor Health and Wellness Center finds it necessary to perform procedures other than those required by a routine exam or to refer the applicant to an outside specialist, those additional expenses will be the responsibility of the applicant. On the West Plains campus, tests are administered at a local contracted facility at no cost to the applicant. However, if the local contracted facility finds it necessary to perform procedures other than those required

by a routine exam or to refer the applicant to an outside specialist, those additional expenses will be the responsibility of the applicant.

### 3.9 APPOINTMENT OF EMPLOYEES

~~Once an applicant for employment has accepted the employment offer, the department will prepare a Personnel Action form and forward it for approval.~~ All full-time appointments for employment at the University are subject to the approval of the President and the Board of Governors. Any service performed by an employee before such approval is given will be considered temporary employment. Employment approval for other than full-time regular appointments (i.e., part-time positions) can be delegated by the University President, without submission to the Board of Governors. The types of appointments are described below.

#### 3.9.2.1 Part-time Regular Employees

Employees hired to work for the University 1,000 hours or more but less than 1,560 hours in ~~any a~~ rolling 12-month period, which equates to less than 75% of full-time equivalency.

#### 3.9.2.2 Part-time Employees Limited to 1,000 Hours

Employees hired to work for the University with the understanding that they are to work less than 1,000 hours in ~~any a~~ rolling 12-month period. These part-time employees may work 40 hours a week or less, but they will be employed for less than 1,000 hours in ~~any a~~ rolling 12-month period.

### 3.10 ORIENTATION

New employees will attend an orientation program conducted by the Office of Human Resources. During orientation, employees receive information regarding University policies, compensation and benefit programs, and other general information about the University. Employees will complete the required employment paperwork. All new employees are required to complete the online Institutional Equity and Compliance Training Program as part of the new hire orientation program. (See [Section 2.2.1](#) of this handbook – Sexual Harassment Training Policy). Employees may be required to complete additional compliance training for their individual job responsibilities as directed by their supervisor. (See [Regulatory Compliance Series](#) training, at <http://www.missouristate.edu/human/training>). Departments will provide their employees with a more specific orientation about the department and the employee's position.

### 3.15 VOLUNTEERS

Volunteers make an important contribution to the success of the University. Judgment and care must be exercised in the use of volunteers. In accordance with the Fair Labor Standards Act (FLSA), the University considers a volunteer to be an individual who performs hours of service for the University for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Any person volunteering services to the University must ~~be authorized by~~ complete a Volunteer Statement (V-Pre) form, which must be signed by the departmental supervisor and ~~forwarded to~~ the Director of Human Resources before volunteer services can be performed. Volunteers must not be used in place of employees and may not displace an employee who would ordinarily be paid to do the

same work. Please contact the Office of Human Resources to ~~complete the appropriate~~ ~~obtain the Volunteer Statement (V-Pre)~~ form.

Volunteers ~~are~~ ~~may be~~ covered by State of Missouri Workers' Compensation laws and therefore must, in the event of an on-the-job injury or work-related illness, follow the procedures for obtaining medical attention, reporting the injury/illness, and must complete all required forms as described in Section 6.5 of this handbook.

### **3.16 ACCESS AND REVIEW OF EMPLOYEE PERSONNEL RECORDS**

The policy of the Office of Human Resources pertaining to the release of information and access to records safeguards against improper disclosure and protects employees' rights to privacy. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, and records of hiring, firing, disciplining or promoting an employee of the University shall be considered closed records pursuant to §§ 610.021(3) and (13), R.S.Mo., except as provided in those sections or other law or specific action of the Board of Governors, including this policy.

The following persons shall have the right of access to review an employee's personnel file:

- The employee or former employee who is the subject of the file.
- An attorney or designee of the employee.
- Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal or other personnel actions.
- ~~The Equal Opportunity Officer, Director, Office of Institutional Equity and Compliance~~
- A University attorney or other appropriate officer when needed in connection with any action brought by the employee against the University.
- Other persons acting in compliance with federal, state or local laws such as auditors, equal employment opportunity investigators, etc., or in response to a lawfully issued subpoena or court order.
- University supervisory or administrative personnel who can establish a justifiable need.

Exempt from employee or former employee access are letters of reference or recommendation, managerial records, and civil, criminal or grievance investigation records.

The file shall be reviewed in the Office of Human Resources in the presence of a member of the Office of Human Resources staff. Employees may take notes or make copies. Employees have the right to insert concise information in their files in response to material they deem unfair or incorrect.

### **3.18 RELEASE OF EMPLOYMENT INFORMATION**

Employees' names, job titles, and salaries are provided to the State of Missouri for publication in the *Missouri Official Manual*.

The Office of Human Resources will only verify the current or former employee's date of hire, position, department, and release salary information ~~by telephone~~, if a signed release form is submitted to Human Resources. If a request is in writing, an employee's written consent will be required to provide additional

personnel information beyond verification of a current or former employee's position, salary, and length of service.

### 3.19.2.1 Benefits Available During a Layoff

- Retirement - Layoff status does not constitute a break in membership; therefore, when an employee returns to work, prior creditable service will be reinstated immediately (1) if the employee was vested in MOSERS at the time of the layoff, or (2) if the employee was not vested in MOSERS but returns to work within 12 months of being laid off. However, if the employee was not vested in MOSERS and returns to work more than 12 months after having been laid off, he/she must work at least 12 months in order to have any prior creditable service reinstated to the work record for retirement.
- Insurance - Coverage under the University's insurance package will terminate at the end of the month. ~~after 30 days from the last day worked.~~ Medical and dental coverage may be continued for up to 18 months through COBRA as long as the premiums are paid by the employee. Life insurance may be continued under the portability provisions.
- Leave – While on layoff status, vacation and sick leave do not accrue. Accumulated vacation will be paid. If an employee returns to work within one year from layoff status the employee's accumulated sick leave will not be lost and will be reinstated.

### 3.19.5 Dismissal

Employment with the University is "at will" and may be terminated at any time. The University, at its discretion, may utilize progressive disciplinary procedures in appropriate circumstances. Dismissal requires the recommendation of the employee's supervisor and major administrator with the approval of the Director of Human Resources. A letter will be given to the employee stating the reason(s) for dismissal. When the reason(s) for dismissal is misconduct, the dismissal is usually effective immediately. ~~When the dismissal is for a reason(s) other than misconduct, the University may provide compensation in lieu of giving the employee two weeks' notice of the termination of employment.~~

### 3.19.7 Retirement

All full-time regular employees are members of the Missouri State Employees' Retirement System (MOSERS). There is no mandatory retirement age for University employees. For detailed information regarding the retirement benefit plan, refer to Retirement Program at Section 6.2 of this handbook or to MOSERS' web site: <http://www.mosers.org/>.

## 3.20 FINAL PAY AND BENEFITS

When an employee terminates or is laid off from employment with the University, insurance coverage will terminate at the end of the month ~~following 30 days after the last day worked.~~ For example, if an employee terminates employment on May 17th, then insurance coverage ends on ~~June 30th~~ May 31st. Employees have the option of requesting continuation or conversion of their insurance coverage after termination. For information about these options, employees should refer to the insurance plan booklets.

### 3.20.1 Property Clearance

When employment with the University is discontinued, for any reason, the employee is responsible for returning all University property in ~~his/her~~ their possession. An employee who is leaving the University will be sent a Property Clearance form and a link to the Exit Questionnaire by the Office of Human

Resources. The Property Clearance form must be completed and certified by the appropriate departments and returned to the Office of Human Resources before 5:00 p.m. on or before the last day of work. A forwarding address must be included on the Property Clearance form. Employees are encouraged to complete and return the Exit Questionnaire to the Office of Human Resources.

All University properties, such as uniforms, clothing and tools must be returned to the departmental administrator or supervisor. All charges that have been incurred by the employee must be paid to the Bursar's Office (Business Office on the West Plains campus) before 5:00 p.m. on or before the last day of work. All keys and parking permit(s) shall be returned to the appropriate department.

### **3.20.1.1 Recovering Property and Money Owed to the University**

The University has the right to hold any amounts due and payable (vacation pay, overpayment, reimbursement, etc.) to any employee until payment has been received to settle charges for unreturned University property and debts owed the University for any reason.

### **3.20.2 Final Salary Payment**

The final salary payment is based on the termination date. The termination date is your last day in pay status. The last day of work is defined as the last day the employee is physically present at work. Accrued vacation time cannot be used to extend the effective date of termination beyond the employee's last day worked, unless the employee has received permission pursuant to paragraph 3.19.1 above, or is retiring from the University and is eligible to immediately receive a retirement benefit from a University retirement plan in the month following the last day worked.

Exempt employees who terminate employment or retire from the University will receive a final salary payment on the last business day of the month of termination or retirement. This amount will include payment for all days worked in the month. Payment for any days and hours of earned, unused vacation leave up to a maximum of two times the employee's annual accrual (and 40% of unused sick days up to a maximum of 48 days for retiring employees), will be paid no later than the last business day of the month following the month of termination or retirement provided all outstanding leave information is submitted by the last day worked.

Nonexempt employees who terminate employment or retire from the University will receive a final salary payment on the last business day of the month in which their last pay period ends. This amount will include payment for all days worked in the month, plus payment for any days and hours of earned, unused vacation leave up to a maximum of two times the employee's annual accrual, unused compensatory time (and 40% of unused sick days up to a maximum of 48 days for retiring employees), provided the final time record has been received by the Payroll Office in accordance with the "Submit by Date" for the pay period on the Payroll Calendar. Otherwise, unused leave and compensatory time will be paid at the end of the next month following their last pay period.

Employees who terminate employment or retire from the University will continue to accrue sick leave and vacation in their last pay period, provided that they are paid at least 80 hours during the last pay period.

When there is a recognized University holiday or extra given day, in the month that an employee terminates employment or retires, and the holiday or extra given day, occurs after the employee's last day of work, the employee will be paid for the holiday(s) and extra given days in the month of termination if his/her/their last day of work is the day before the holiday and extra given day.

## 4.5 WORKWEEK AND WORK HOURS

The University workweek is defined as a seven-day period that begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. A normal workweek of 40 hours is established for most employees. Because of the variety of functions of the many departments within the University, there may be differences in normal hours and days of work. An employee starting a new job should ask the departmental supervisor for the work schedule. While the normal workweek of 40 hours is achieved through working five 8-hour days in a workweek, some employees achieve a 40-hour workweek by working four 10-hour days in a workweek. For leave benefits, see Chapter 7 for the policy governing how such employees are paid for recognized University holidays, **extra given days**, vacation, and sick leave. For the University closing policy, see Section 2.15.

### 5.1 PURPOSE

The University believes that a fair performance evaluation system is one of the keys to a successful performance-based compensation system. The performance evaluation tool and process must be trusted by the employee and supervisor, effectively and consistently used, and should incorporate individual goals ~~setting~~. The University's Appraisal and Development Plan (ADP) process is designed to support the growth and development of employees within the organization and to recognize employees for their overall performance and contribution to the organization. The evaluation of employee performance is intended to be a continuous process of communication between employees and supervisors and to serve several purposes, including the following:

- evaluate each employee's effectiveness in performing assigned duties and responsibilities
- identify factors that can improve job performance
- clarify performance standards as they relate to the current job description
- assist employees in developing additional knowledge, skills and abilities for job advancement
- recognize exceptional performance
- document shortcomings or substandard performance and outline methods to improve future performance
- determine retention of an employee at the end of the probationary period
- identify training and developmental needs
- set and track performance toward specific job-related goals

It is the cost center administrator's responsibility to ensure performance evaluations are completed accurately and in a timely manner for his/her unit.

Resources and information on the University's Appraisal and Development Plan (ADP) process are available online for employees at <http://www.missouristate.edu/human/training/ADPTraining.htm> <http://www.missouristate.edu/human/appraisal-development-plan.htm> or by contacting the Office of Human Resources, ~~Employee Development and Performance~~ **Performance Management** for assistance.

### 5.2 METHOD OF EVALUATION

The immediate supervisor will evaluate the employee's performance using a **one (1) to five (5)** rating scale that consists of the following five levels of performance: Exceptional **(5)**, Commendable **(4)**, Competent **(3)**, Development Needed **(2)**, and Unsatisfactory **(1)**. **Ratings can be entered in .25 increments. Supervisors should verify with their Cost Center Head for guidance on the utilization of the rating scale for whole numbers or increments.**



Supervisors must conduct:

- A probationary performance planning meeting for new employees during their first week of employment, at the third month of employment, and at the sixth month of employment.
- A probationary performance appraisal evaluation for new employees at the their third and sixth months anniversary date, of employment.
- An annual performance appraisal and performance planning meeting with all eligible employees during the annual rating period of October 1<sup>st</sup> through January 31<sup>st</sup>.
- An annual performance planning meeting with all employees.
- The ADP forms for the Planning and Appraisal Process is accessed online through the My Missouri State portal. Both supervisors and employees are notified by email from HRPerformance@MissouriState.edu when they have actions to complete during the planning and appraisal processes for the annual and probationary ADPs.
- A Performance Improvement Plan (PIP) session at any time during the year if employees are performing at a less than “Competent” (a rating of less than 3).

Both the supervisor and the employee will acknowledgesign the online forms performance evaluation report form at the conclusion of the Performance Planning Meeting and the Performance Appraisal Meetings. Acknowledgement represents Signing the evaluation report does not mean that the employee agrees with the evaluation; it means that the employee is aware of and has been informed of both the Planning and Appraisal documents the evaluation. Confidentiality should be exercised in the management of the ADP documents and discussions for employees.

Administrative practices to follow for the ADP process are:

- Provide to employees copies of all formal documents being discussed during meetings
- Practice confidentiality in the management of the ADP documents and discussions
- Provide signed copies to employees and appropriate offices within the cost center
- Submit the original signed ADP form to the Office of Human Resources.

Additionally, it is recommended that a mid-year meeting of the employee and supervisor be held to discuss progress and challenges related to accomplishing the performance plan.

### **5.2.1 Performance Planning Meetings**

The performance planning meeting will occur between October 1st and January 31st or within 30 days after the performance appraisal meeting. The performance planning meeting and the annual performance appraisal meeting may occur during the same meeting, if the supervisor desires. The performance planning meeting is required in order for supervisors and employees to review discuss and come to a mutual understanding of job duties, objectives, and specific goals to be accomplished throughout the upcoming year. The supervisor communicates the University's and department's goals and objectives and helps the employee to relate his/her performance to the accomplishment of these goals by establishing measurable outcomes. This step is documented in Section 1 of the ADP form. The Organizational Values/Behaviors found in Section 2 should also be reviewed so that the supervisor and employee have a common understanding of behaviors which are expected for the considered the norm for the position. This step is a mutual review and planning exchange between the supervisor and employee.

### 5.2.2 Performance Appraisal Meeting

~~The annual performance appraisal meeting will occur between October 1st and January 31st. Cost center administrators are responsible for ensuring that the performance evaluation ratings are consistently calibrated throughout their cost center. encouraged to have their cost center's supervisors submit the completed ADP forms to them for review prior to meeting with the employee for the performance appraisal so the cost center administrator can help ensure performance evaluation ratings are consistently calibrated throughout the cost center.~~ The ADP Appraisal document is report is reviewed and discussed by the supervisor and employee. An integral part of this meeting is planning for the subsequent year's job duties, projects, and/or goals (see 5.2.1.).

### 5.2.3 Mid-Year Meeting

A mid-year meeting ~~must~~ may be conducted by supervisors with employees who are performing at a less-than-competent level in any area. At this meeting a Performance Improvement Plan (PIP) must also be initiated. The mid-year meeting is optional for all others but can provide an opportunity for the supervisor and employee to discuss progress and identify any challenges to accomplishing the established goals/objectives established at the beginning of the rating period. A mid-year meeting will reduce the chance that surprises will occur at year-end during the annual performance evaluation.

### 5.2.4 Performance Improvement Plan

The supervisor must develop a Performance Improvement Plan (PIP) when the employee's overall performance evaluation rating is less than "Competent" (a rating less than 3) or ~~when a if the~~ supervisor determines current performance requires improvement. The Performance Improvement Plan document should include;~~must clearly describe:~~

1. ~~(1) What~~ behavior, performance, situations, or conditions need to be~~must be~~ changed, and how;
2. ~~(2) what is to be done by the employee;~~ Expected changes by the employee to improve their performance or behavior along with demonstrated outcomes,
3. ~~(3) what is to be done by the supervisor, and~~ Any supporting activities, training, or guidance to support the improvement,
4. ~~(4) when the improved level of performance is to be achieved.~~ Expected timeline for improvement.

The PIP becomes part of the employee's Appraisal and Development Plan for the rating period it was initiated. Supervisors should consult with their next line of supervision (Reviewer) when initiating a PIP on an employee since the Reviewer also signs the form at the establishment of the PIP and at the Follow-Up Review. ~~The Follow Up Review with the employee should be conducted approximately 60 days following the initiation of a PIP. Supervisors should contact the Office of Human Resources for guidance and assistance on the process. Supervisors needing to address performance issues with an employee should contact the Office of Human Resources, Performance Management for assistance and guidance on the process~~ prior to meeting with the employee. The Performance Improvement Plan form can be found online.



### 5.3 PROBATIONARY AND ANNUAL EVALUATIONS

The performance evaluation period is determined based upon the type of evaluation being rendered as described below.

#### 5.3.1 Probationary Period Evaluations

New employees serve a six-month probationary period. During this period, the supervisor will complete two evaluations of the employee's work performance, at the third and sixth months of employment. Probationary evaluations assess the new employee's progress in learning the job.

During the first week of employment, the supervisor should conduct a performance planning meeting to review the job description with the employee and determine the most important duties to be learned and goals to be accomplished during the probationary period. The probationary evaluations are primarily developmental and help the supervisor identify employee strengths and weaknesses and areas where more training is required. In a probationary evaluation, a rating of "3" does not mean competent as it does in the regular performance appraisal system. A rating of "3" means satisfactory progress has been made in learning how to do the job competently. Higher or lower ratings during the probationary period mean the new employee is progressing faster or slower than expected. An overall score of "3", meaning satisfactory progress is being made, is required for the new employee to be recommended for continued employment. An overall performance rating of 2.00-2.99 (development needed) at the three- or six-month evaluation period indicates that the supervisor should clarify job expectations and performance standards with the employee and together determine which aspects of the job need further explanation or additional training. An overall performance rating of less than 2.00 (unsatisfactory progress) at the end of the probationary period will result in termination of employment with the University. The supervisor can recommend an extension of the probationary period based on documented evidence that the normal probationary period provided insufficient time for the employee's job suitability to be determined. **Alternatively, if work is judged to be unsatisfactory, probationary employees may be dismissed at any time during the probationary period. Supervisors should contact the Office of Human Resources for assistance and approval to extend an employee's probationary period beyond six (6) months.**

#### 5.3.2 Annual Performance Evaluations

All employees successfully completing the probationary period will roll forward into the ~~receive~~ annual performance evaluations process based on their six (6) month anniversary date. All annual performance evaluations will occur between October 1<sup>st</sup> and January 31<sup>st</sup> of each fiscal year. ~~The results of each year's performance evaluations will be used as input for development of the Compensation Matrix to determine salary increases that will be implemented July 1 (assuming sufficient funding is available for salary increases that year). New employees' three- or six-month probationary evaluations occurring between October 1 and January 31 will be used as input for the Compensation Matrix.~~

#### 5.3.3 When Change in Supervision Occurs

When an employee changes supervisors during the year, the following guidelines will determine the supervisor responsible for completing the ADP process for that employee. When a change of supervision occurs between:

- January 31st and June 30th – The new supervisor will complete the ADP for the employee.

- July 1st and September 30th – The new supervisor will evaluate the employee at the end of January and may seek input from the former supervisor to complete the ADP. If the former supervisor is not available, input from the next level of supervision should be sought.
- October 1<sup>st</sup> and January 31<sup>st</sup> – The former supervisor completes the ADP for his/her former employee. If the former supervisor is not available, input from the next level of supervision should be sought.

### 6.2.1 Retirement

All full-time regular staff employees are enrolled as members of the Missouri State Employees' Retirement System, referred to as MOSERS. Part-time regular employees who work more than 1,000 hours on a regular basis are eligible for enrollment in MOSERS. MOSERS is a public, defined benefit retirement plan and is funded partially or entirely by University contributions, depending upon the plan in which the employee is enrolled and which is dependent upon his/her enrollment date. Employees are vested ~~upon meeting the requirements in the applicable plan~~ after five (5) years. Eligibility and length of service requirements for normal retirement and early retirement are described fully in the *MOSERS General Employees' Retirement Handbook*. The provisions of the retirement program described in this handbook are subject to change to comply with MOSERS requirements.

Employees are encouraged to schedule an appointment with the Office of Human Resources 90 days prior to their anticipated retirement date, in order to ensure timely processing of the retirement and continuation of various insurance coverages. Applications for retirement must be submitted to MOSERS at least 30 days before the desired retirement date; failing to do so can delay retirement. Employees can submit the application electronically by accessing their employee portal on MOSERS website. The Office of Human Resources is available to assist in applying for retirement.

## 6.4 EDUCATIONAL OPPORTUNITIES

The University recognizes the important role of continuing education and supports employee participation in university credit, noncredit, and Human Resources ~~Employee Training~~ Organizational Talent and Development programs for professional growth. The Employee Educational Opportunity Program is provided to improve employees' skill levels, knowledge, and abilities for maintenance and improvement of their professional level as a member of the University community. Participation in educational programs must be approved by the proper administrative authorities. The employee's supervisor must approve any employee participation if scheduled between the employee's regular work starting time and the employee's regular work ending time. The University provides these educational programs for employees, one of which is also available to spouses, sponsored dependents, and eligible dependents.

### 6.4.1 Credit Course Fee Waivers

Full-time regular employees are eligible to enroll at Missouri State University for a total of 15 credit hours of college-level courses in an academic year (12-month period beginning with the fall semester) and have their required student fees paid by the University. If an employee also has a spouse/sponsored dependent, and both are full-time employees of the University, they have a combined total of 30 credit hours for which the University will pay the required student fees during an academic year. In order for the University to pay the required student fees, employees must be employed by the University prior to the start of the semester for which they have enrolled and intend to use the fee waiver benefit. If the employee terminates employment prior to the start of the semester in which the University has paid the required student fees, the University will cancel the payment of those fees and will bill the person who received the fee waiver for the amount due the University.

Employees who have used their 15 credit hour benefit during a given academic year, and who enroll in additional courses at Missouri State University during the same academic year, must pay the required student fees for those additional courses. This fee waiver can be applied to auditing a class, intersession classes and repeated classes. This benefit is not applicable to book costs, or any special fee pertaining to a specific class or private instruction.

Employees may assign part or all of the 15 credit hour benefit to their spouse, sponsored dependent and/or their eligible dependent children. For purposes of this policy, the Internal Revenue Code defines an eligible dependent child as an employee's son, stepson, daughter, or stepdaughter. Such children must be a dependent of the employee and must not have attained the age of 24 years at the start of the semester in which the credit hour fee waiver is applied. In addition, children of divorced or separated parents are treated as a dependent of both parents where (1) the parents are divorced, legally separated, or separated under a written separation agreement; and (2) the children receive over half of their support from their parents. The spouse, sponsored dependent and/or eligible dependent children must have been admitted to Missouri State University or must qualify for the high school senior early admission program.

The purpose of offering credit course fee waivers through the Employee Educational Opportunity Program is to (1) encourage overall employee improvement (2) encourage development of qualifications which may increase an employee's skill in his/her present job or lead to advancement through additional education, and/or (3) enhance the fringe benefit program by extending course enrollment benefits to spouses and eligible dependents.

The following requirements must be met in order for an employee to participate in this program:

- The individual receiving the fee waiver must file an application for admission or readmission with the Office of Admissions and Recruitment and must meet all academic admission requirements stipulated in the *Missouri State University Undergraduate Catalog* or the *Missouri State University Graduate Catalog*. (See calendar in *Catalog* and *Class Schedule* for deadlines).
- Courses taken by employees (1) must be taken outside assigned scheduled working hours, or (2) an equivalent adjustment must be made in the employee's work schedule to make up the time away from work, or (3) an equivalent adjustment must be made by requesting leave without pay, or (4) the time away from work must be requested as vacation leave.
- Employees are expected to work 40 hours weekly. Work schedule adjustments may be made within the department. However, the adjustment must be approved by the department head or supervisor in advance and should not be considered if it interferes with the normal operations of the department.
- Participation in the program is voluntary. Responsibility for course work rests with the individual and work hours are not to be used for class preparation.
- Employees using this benefit can access the automated fee waiver system by logging onto my.missouristate.edu, Profile, Employment Details, Fee Waiver.
- Employees can submit fee waiver requests up until the end of the term in which classes are taken. Fee Waivers will NOT be processed for previous terms.

#### 6.4.2 Noncredit Course Fees Waivers – MyBenefit

Full-time regular employees may receive assistance to help pay course fees to enroll in noncredit courses offered by Missouri State University's ~~approved units~~ for the purpose of professional and personal development. The University will pay \$150 per employee, per fiscal year (July 1st through June 30th) for the ~~employee's~~ enrollment in noncredit courses sponsored ~~through these units by the University~~.

~~MyBenefit is an online process for all full-time eligible employees to use in applying their \$150.00 Noncredit Fee Waiver Benefit towards the cost of personal and professional development classes for which they register for through My Learning Connection. MyBenefit also allows employees to defer the paying of any remaining balance for such class for later payment through their accounts with the Bursar's Office (Business Office on the West Plains campus). Employees who elect to use MyBenefit will be able to apply the balance of their Noncredit Fee Waiver to the cost of class and defer any remaining cost for the class to their University account.~~

Employees can register, purchase training opportunities, view order history, and check their balance through the online system, My Learning Connection. Each training unit is valued as \$1 in the payment process.

The Noncredit Course Fee Waiver can be used for course fees only and will not be applicable to special book fees, lab fees, or other special fees in addition to the course fees. Employees may elect to use their Noncredit Course Fee Waiver to cover the cost of the class and defer any remaining cost for the class to their University account. The Noncredit Course Fee Waiver is for the employee only. It does not extend to members of the family. The University will comply with Internal Revenue Code regulations in regard to reporting benefits that are taxable income.

~~Once an employee has utilized all of their Noncredit Fee Waiver money for the fiscal year, they may use MyBenefit code to be able to defer the entire cost with their MyBenefit code and pay the amount through their accounts with the Bursar's Office (Business Office on the West Plains campus). Employees will pay for any deferred costs to their accounts through the Bursar's Office (Business Office on the West Plains campus). This fee assistance is for the employee only. It does not extend to members of the employee's family.~~

University departments and/or educational units sponsoring professional and personal development courses may receive Noncredit Course Fee Waiver assistance from attending employees if their course has been approved in advance and the employee's registration is through My Learning Connection.

#### 6.4.3 Training and Development Programs Organizational and Talent Development Programs

##### **My Learning Connection**

Professional and personal development opportunities are available to employees through My Learning Connection, Missouri State University's online LMS (Learning Management System) located in My Missouri State. My Learning Connection is a centralized library of all development opportunities available to employees that is searchable, designed to support specific learning plans, and accessible 24/7 for information and registration. Employees can view their own

comprehensive training record to include historical data, courses for which they have registered for, their training calendar, and courses they are interested in for future attendance. My Learning Connection supports the registration for all classroom, online, and blended learning courses to assist in providing learning opportunities for all employees. The employee's access to the LMS and set up for their training record is established at the time of employment.

Programs will normally be held during the regular workday; however, it is up to the employee to make arrangements with his/her supervisor for job coverage during program attendance. Those arrangements should be made prior to registration for training. There are compliance courses for which an employee's attendance is required in order for the University to meet legal mandates. The requirement to attend such training may be directed either by the University or the employee's department.

Questions about My Learning Connection, training requirements, and development programs can be directed to [hrtraining@missouristate.edu](mailto:hrtraining@missouristate.edu) [hrlearning@missouristate.edu](mailto:hrlearning@missouristate.edu), [Human Resources Organizational and Talent Development](#) or [Human Resources Employee Development and Performance](#) at 417-836-4592.

### **Certified Administrative Professional (CAP) Designation**

The University recognizes the attainment of the Certified Administrative Professional Secretary (CAP) rating by any full-time regular employee (as defined in Section 3.9.1) who is in a non-exempt, administrative support position, as categorized by the University's classification index. In support of this recognized rating for administrative support professionals, the University will (1) pay for the fees for the noncredit classes offered by the University that provide a review for the CAP examination; (2) ~~pay for~~ ~~reimburse the employee for~~ the application processing and examination fees for ~~the-an~~ ~~employee's~~ initial examination attempt; and (3) increase the annual base salary by \$600.00 for any administrative support employee achieving CAP status. This increase is not a supplemental increase on top of base salary. The University will not cover expenses for second or subsequent re-examination attempts or for any other charges incurred by the employee. For more information regarding the review sessions, payment and reimbursement process, contact [hrtraining@missouristate.edu](mailto:hrtraining@missouristate.edu) [hrlearning@missouristate.edu](mailto:hrlearning@missouristate.edu), [Human Resources Employee Development and Performance](#) [Organizational and Talent Development](#) at 417-836-4592.

## **6.5 WORKERS' COMPENSATION**

All University employees are extended Workers' Compensation coverage, which provides payment of medical expenses and salary compensation to employees who suffer the effects of a work-related injury or who incur an occupational disease arising out of and in the course of employment with the University. The amount of compensation authorized under Workers' Compensation is prescribed by law and the State of Missouri and not by the University.

- A work-related injury must be reported immediately to the employee's supervisor [and the Office of Human Resources \(Benefits Specialist\)](#). [If after hours, the employee must leave a voice message or send an email to the supervisor and Human Resources.](#)
- The supervisor must ensure that an employee injured in a work-related accident completes a Missouri State University On-The-Job Injury Report form [and other additional forms found on the Human Resources page.](#)



- The supervisor must complete the "Supervisor Comment Section" and send the completed form to the Office of Human Resources **within 24 hours of the injury**. If there is a good reason for not reporting the injury within 24 hours, the injury must be reported as soon as possible, but no later than 30 days after the work-related accident.
- It is imperative that the required paperwork be completed in a timely fashion to avoid delays in the claim being processed or unnecessary delays in medical treatment.
- Even if the employee does not seek medical treatment, the workers' compensation forms should be completed and sent to the Office of Human Resources. This will be recorded as an incident only.
- Upon receiving a work-related injury requiring medical attention, employees must contact CARO (Central Accident Reporting Office) at 1-800-624-2354 for the name of an authorized medical care provider prior to seeking treatment. This referral service is available 24 hours a day, 365 days a year.

If the injury is considered to be serious (e.g., potentially life and/or limb threatening), the injured employee should proceed immediately to the nearest hospital emergency room. The employee or supervisor must notify the Office of Human Resources immediately.

The State of Missouri will not pay for medical treatment an employee receives from a medical provider who has not been approved by the Central Accident Reporting Office (CARO). Employees may seek their own medical care with the provider of their choice at their own expense.

Employees injured on the job will be excused from work without loss of pay, vacation, or sick leave in order to obtain medical attention on the day the accident or injury occurs. Additionally, an employee will be excused from work without loss of pay, vacation, or sick leave to obtain further medical treatment related to the injury. An employee must, ~~however,~~ limit absences from work to the time required to receive medical attention only, and ~~may be is~~ required to furnish satisfactory proof of having received medical attention from the medical provider showing arrival and departure time.

If the employee seeks treatment off campus (follow-up appointments) they will be paid until the time they leave the campus. If the employee decides not to return to work after receiving treatment, they must notify their supervisor immediately and will be required to use any accrued leave or if they have none available, it will be leave without pay.

If an employee is unable to return to work following the accident or injury, the employee will be granted leave without pay. Full-time regular employees may elect to use accumulated vacation or sick leave instead of taking leave without pay. Workers' Compensation law requires a three-day waiting period following an accident or injury before making payments to employees. After the three-day waiting period, an employee may either (1) take the compensation paid through Workers' Compensation only and go on leave-without-pay status, or (2) continue to use accumulated vacation or sick leave to supplement the Workers' Compensation pay in order to receive full salary. Employees must report the type of leave on their timesheet or leave report for the period of time the employee is unable to work. In no case, ~~however,~~ shall an employee receive more than his/her normal monthly salary amount as a result of receiving both Workers' Compensation pay and vacation or sick leave benefits.

Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not accrue any vacation or sick leave if they have not worked or received University paid leave for at least 80 hours during each pay period that they are off work. However, employees who supplement their workers' compensation payments (i.e., the temporary total

disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, and/or compensatory time off during the month will accrue vacation and sick leave for that month.

An injured employee who is unable to return to work after incurring a work-related accident or injury is required to provide ~~a doctor's "off work" statement to~~ documentation to his/her supervisor and the Office of Human Resources stating the necessity to be off work and the length of time the employee must remain off work. When returning to work, ~~the employee may be required to provide~~ a written release from the doctor is required in coordination with CARO.

An employee injured on the job must tell the medical provider that the accident or injury is work-related and will be filed with Workers' Compensation. Any bills for medical and hospital expenses received by the employee must be forwarded to CARO.

Workers' Compensation benefits may be reduced for injuries sustained in conjunction with the use of alcohol or controlled, non-prescribed drugs. Benefits may be forfeited if it is shown that the use of alcohol or controlled, non-prescribed drugs was the proximate cause of the injury. Under Missouri law, the University can request an employee to take a test for alcohol or a non-prescribed controlled substance if the University suspects usage by the employee. All workers' compensation benefits are forfeited if the employee refuses to take a test when requested by the University.

## **7.7 FAMILY AND MEDICAL LEAVE**

Missouri State University provides Family and Medical Leave (FML) in accordance with the federal Family and Medical Leave Act (FMLA) of 1993 and subsequent amendments. FMLA provides eligible employees who work for covered employers the right to take unpaid, job-protected leave for absences due to a qualifying event. This policy outlines information also obtained in the Department of Labor poster. The terms referenced in this policy are defined as outlined in Department of Labor regulations and any inconsistencies between this policy and the regulations are resolved in favor of the regulations (29 CFR Part 825).

### **Employee Eligibility**

Eligible employees who have a qualifying event and provide appropriate notice and requested certification(s) are entitled to a total of 12 weeks of unpaid, job-protected leave and health insurance continuation during a rolling 12-month period, except military caregiver leave, which can be up to 26 weeks. The minimum requirements for an employee to be eligible for FML:

1. worked for the University for at least 12 months;
2. worked at least 1,250 hours in the 12 months prior to when the leave will commence;
3. has not used all available FML in the 12 months prior to when the leave will commence;
- and
4. has a qualifying event.

### **Qualifying Event**

A qualifying event under FMLA includes:

1. Birth and care of the employee's newborn child;
2. Placement of a child with the employee for adoption, or by the State for foster care;

3. To care for the employee's spouse, sponsored dependent, child or parent with a serious health condition (this does not include in-laws);
4. The employee's own serious health condition that prevents him or her from performing the employee's job;
5. "Any qualifying exigency" for an employee's spouse, sponsored dependent, child, or parent on active military duty or being called to active military duty; or
6. To care for a spouse, sponsored dependent, child, parent, or next-of-kin who is a member of the Armed Forces and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness suffered in the line of duty on active duty.

### Amount and Timing of Leave

Eligible employees may take up to 12 weeks of FML during a rolling 12-month period for the first five qualifying events above. Only military caregiver leave, the 6<sup>th</sup> qualifying event above, provides an entitlement to 26 weeks. The 12-month period is defined as the 12 months prior to when the leave will commence. Eligible employees may take leave in the following manner:

- Family leave for the birth or adoption of a child must be taken within 12 months of the birth or adoption of the child.
- Leave for birth or adoption shall normally be limited to one consecutive leave period; it may not be taken on an intermittent or reduced time basis, (e.g., every other day or a couple of hours every day). However, if the employee is approved by a health care provider and their supervisor to work on an intermittent basis during the 12-week period, the employee must submit a "fitness for duty" certification from the health care provider, verifying the employee's ability to return to work, with or without restrictions. The employee cannot work from home unless approved under the Telecommuting policy (4.11).
- As consecutive weeks or on an intermittent basis when medically necessary, or for qualifying exigencies. Employees must attempt to schedule intermittent leave to minimize disruption of normal operations.

### Employee Request and Notice

The Family and Medical Leave Act not only mandates certain protections and benefits for employees who apply for it, but also specifies that it is the employer's responsibility to determine when an employee's absence should be considered as protected leave under this law. ~~Thus, the~~ University has the legal authority to consider an employee's absence as family and medical leave when it has sufficient evidence that the absence is due to an FMLA-qualifying reason, or the circumstances of the absence are such that the University should reasonably suspect that the absence is for an FMLA purpose, even if the employee has not applied for family and medical leave. The Office of Human Resources will notify the employee in writing and the necessary paperwork provided to the employee for completion.

An employee requesting leave under the FMLA provision must contact the Office of Human Resources, will complete a FMLA Leave Request form or letter of request and submit it to the Office of Human Resources and a copy to his/her department head. The Office of Human Resources who will inform the employee about the procedure and the need to submit complete and sufficient supporting medical and/or military documentation. ~~The~~ If the University requires medical certification to support a request for Family and Medical Leave, the employee will have 15 calendar days from the date he/she receives the FMLA packet from the Office of Human Resources to provide the University with such certification.



**Failure to provide the medical certification may result in a delay or denial of the requested leave.**

The Office of Human Resources ~~shall have~~has final approval of all family leave requests.

When leave is foreseeable, an employee must give the University 30 days advance notice. In addition, when foreseeable leave is for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the University's operations. If it is not possible to provide 30 days' notice, as much notice as is practical must be provided.

An employee on leave is required to report any change in his/her status, duration of leave, or intent to return to Office of Human Resources. During the leave, the University may require periodic recertification supporting the need for leave.

**Pay and Benefits During Leave**

The Office of Human Resources will promptly inform the employee of the status of pay and benefits. FML is ~~usually~~ unpaid; ~~however, but~~ the employee ~~may use~~ is required to use their accrued paid leave (vacation, ~~sick leave, or compensatory time~~) concurrently with FML during the absence. An employee ~~electing to use any type of paid leave concurrently with FML~~ must follow the same terms and conditions of the leave policies that apply to other employees for use of paid leave.

If an employee ~~elects not to use accrued paid leave or does not have accrued paid leave~~ ~~none~~ available, the FML will be unpaid. While on an unpaid FML, employees will not accrue sick or vacation time during a month in which they have not been paid for 80 or more hours. Additionally, employees on FML ~~may~~ not be paid for a holiday(s) that occurs during the period that they are on Family and Medical Leave. ~~While on leave, in order to be paid for the holiday(s), an employee must use accrued time the day before the holiday occurs. For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, if an employee is using FMLA leave in increments of less than one week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, if for some reason the University's business activity has temporarily ceased and employees generally are not expected to report for work for one or more weeks (e.g., Christmas break), the days the employer's activities have ceased do not count against the employee's FMLA leave entitlement.~~

**Continuation of Benefits during Family and Medical Leave:** For the duration of the approved Family and Medical Leave, the University will maintain the employee's benefits at the same level and under the same conditions as if the employee had continued work. The employee is required to continue to pay his/her contribution to dependent insurance or other elective benefit costs. If on paid leave, premiums will be deducted from pay as usual. If some or all of the leave will be without pay, information on how and when to make premium payments will be provided to the employee. If necessary, employees will be allowed to discontinue coverage and be reinstated to the plan, if they return to work on or before expiration of the Family and Medical leave.

If the employee does not return to work with the University, or returns for less than a period of 30 days after the leave has ended, the employee will owe the University the cost of any benefits provided during the entire duration of the Family and Medical Leave, including the employer contribution to the employee's health benefits. No such amount shall be owed if there is a reoccurrence or onset of a serious health condition, or if, in the opinion of the University, there is a change of circumstances beyond the employee's control.

## Return to Work

Employees should notify the Office of Human Resources of their intent to return to work two weeks prior to the anticipated date of return, or of any medically necessary changes in the date of return. If the leave was due to a serious health condition as defined by the FMLA, the University will require a “fitness for duty” certification from the health care provider, verifying the employee’s ability to return to work, with or without restrictions. Employees may also be required to submit to a medical examination before returning to work. If employees return to work on or before the expiration of available FML, they will normally be returned to their former position or an equivalent job. If, however, they do not return at the expiration of FML, there is no guarantee of reinstatement.

### 7.17 HOLIDAYS AND EXTRA GIVEN DAYS

The University observes several paid holidays throughout the year during which all employees, except those engaged in continuous operations, will be excused from work. Seven holidays always observed include the following days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Day

Each year, additional days off may be designated by the University President. These days are referred to as “extra given days”.

An employee shall be paid for a holiday or extra given day, only if ~~it falls during the employee’s pay period and the employee~~ worked or was on an approved paid leave (e.g., vacation or sick), including compensatory time off, on his/her regular scheduled work day prior to the holiday or extra given day.

- Employees who are not regularly scheduled to work during ~~the week~~their pay period in which a holiday or extra given day, occurs (for example, nine or ten-month employees or employees on leave without pay) will not be paid for the holiday or extra given day.
- Certain University Housing will close during University scheduled holiday breaks during the winter and spring. Nine or ten-month employees who are regularly scheduled to work during these closures will be paid for observed holidays and extra given days.
- ~~Employees scheduled to work but absent without pay on the day before a recognized University holiday will not be paid for the holiday.~~
- Employees who are on Family and Medical Leave or a leave without pay on a day that is a recognized University holiday ~~will~~ may not be paid for that holiday.

- Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not be paid for the holiday. However, employees who are supplementing their workers' compensation payments (i.e., the temporary total disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, or compensatory time off will be paid for the holiday.
- Employees whose regular work week consists of four 10-hour days will receive eight hours of holiday pay for all recognized University holidays. The employee will need to use vacation, compensatory time, or actual work hours during the week in which the recognized University holiday occurs in order to be paid for the remaining two hours of the holiday.

Nonexempt employees who are eligible to receive overtime compensation will be paid additional compensation if required to work on a holiday. The rate of compensation will be one and one-half times the regular straight-time rate for the hours worked on any of the seven holidays listed above or one times the regular straight-time rate for the hours worked on any "extra given day." This overtime compensation is in addition to the regular day's pay. The seven holidays listed above will be counted as "hours worked" toward 40 hours for the purpose of payment of overtime.

This policy does not apply to employees who are terminating employment or retiring: see Section 3.20.2 of this handbook.

#### 7.19.4 Eligibility

##### A. Receiving Shared Leave

1. Employee must have worked at least ~~12~~ 12 months and have 1,250 hours of service in the previous 12 months at Missouri State University and be in a leave-earning position to apply for SLP benefits.
2. Employee must have donated at least 16 hours of earned vacation leave to the bank prior to requesting leave from the pool in order to receive donations from the SLP.
3. Employee must have experienced a Qualifying Event.
4. Employee must have exhausted all accrued vacation, ~~and~~ sick leave, and compensatory time.
5. Employee must normally return to work for six continuous months following the last day of use of the donated time, if the maximum amount of approved SLP benefits were used; Family and Medical Leave eligibility will be determined before becoming eligible to apply for additional benefits from the pool.
6. **Employees who are on a work-related injury and concurrent FMLA leave can supplement shared leave after their work compensation adjustments and accrued leave are used.**

##### B. Donating Shared Leave

1. Vacation leave may be donated upon accrual.

2. Employee contribution may not exceed ~~32~~ 48 hours, unless the Office of Human Resources has communicated a need for additional days. In that case, employee(s) may contribute additional day(s) up to the limit requested at that time.
3. Time must be donated in whole hours with a minimum donation of 8 hours.
4. Donated hours cannot be rescinded once they are donated.

**C. Bone Marrow and Organ Donation**

1. An employee must be employed at Missouri State University for a minimum of ninety (90) days before applying for time from the SLP for bone marrow or organ donation. A leave accruing employee may apply for time from the shared leave pool for bone marrow or organ donation without a qualifying donation of vacation time to the shared leave pool and without first exhausting all accrued sick and vacation time. The employee must provide the SLP committee with written verification from health care facility that he or she is serving as a bone marrow or organ donor. The employee may be granted a maximum of forty (40) hours from the SLP for bone marrow donation and a maximum of two-hundred forty (240) hours from the SLP for organ donation.

**7.19.5 Shared Leave (SL) Committee**

- A. The SL Committee shall be comprised of six (6) members: two (2) administrators, one (1) Office of Human Resources representative and three (3) Staff Senate members. The Director of Human Resources or their designee and the Office of General Counsel will act as ex officio members of the Committee. The Committee will be categorized as a University Committee.
- B. Committee appointment will be determined as follows:
  1. Staff Senate members will be appointed by the Staff Senate
  2. Human Resources representative will be appointed by the Vice President of Administrative Services.
  3. Two (2) administrators will be appointed by the University President
- C. The Committee will elect a new Chair and Vice Chair each year at the first meeting in July. Terms will run July – June.
- D. Members of the Shared Leave Committee shall serve a two-year calendar term with the exception of one (1) at Staff Senate member, which will serve a one-year term. The other Staff Senate members will serve a two-year term. Thereafter, the one-year Staff Senate appointee will serve a two-year term, which will allow the Staff Senate membership to be replaced on alternate years. In the event that the appointed Staff Senate member's term on Staff Senate ends before the term on the Shared Leave Committee, a new appointee will be appointed by their respective body.

- E. The Committee must sign a HIPAA Compliant Confidentiality Agreement promising to maintain all information on a confidential basis. Any breach of confidentiality will result in the committee member being excused and a replacement member being appointed. In addition, disciplinary action, up to and including termination of an employee may be taken as a result of any breach of confidentiality.

Examples of a breach of confidentiality include, but are not limited to:

1. Speaking of applicant's name and/or health condition outside of committee
  2. Speaking of applicant's number of hours requested outside of committee
  3. Speaking of the committee's decision and reasoning for granting or not granting benefits from the leave pool outside of committee.
- F. The SL Committee will determine whether the employee request falls under the guidelines for a qualifying event.
- G. The Committee will review all applications for the SLP and shall follow the criteria set out in this policy to approve or disapprove the request for SLP benefits. The Committee's decision is final.
- H. The Committee will convene as needed to review applications and approve or disapprove a SLP request. A minimum of four (4) committee members must be present to constitute a quorum. Name of applicant will remain anonymous.
- I. In the event that the SLP falls below ~~200 hours or~~ \$25,000.00, no more shared leave will be authorized until more hours are available. Lower leave levels may determine leave distributions. If insufficient balances are experienced, the Office of Human Resources may send a communication to eligible employees indicating such a need but may not under any circumstances coerce an employee(s) to contribute leave time.

#### **7.19.6 Procedures**

##### **A. General**

1. The maximum amount of SLP benefits accessible to a recipient cannot exceed one-third of the balance of the pool, or 480 hours leave time **per case**, whichever is less. The leave granted will run concurrent with FMLA.
2. If an employee receives a medical release to return to full-time work prior to using all hours granted, the unused balance of hours granted returns to the SLP.
3. Employees receiving a medical release for return to work on a part-time basis (i.e., fewer hours per day per week than the regular work schedule), may continue to use donated leave for the balance of the regular work schedule until medically released for full duty.
4. If intermittent treatment is required, unused approved SLP benefits may be provided on an as-needed basis until the employee has been approved by their attending physician to return to work full-time. Leave can be taken intermittently.

5. It is not possible to make back-payments to a SLP recipient who may have already taken some leave without pay. Donated time will be available for use by the recipient in accordance with regular payroll procedures and deadlines.
6. SLP hours may not be converted to cash.
7. The estate of a deceased employee is not entitled to payment for approved unused SLP hours.
8. If an employee earns additional leave benefits while drawing from the SLP, employee must use those hours before additional SL pool hours are used.
9. Eligible employees must apply for FMLA leave in conjunction with leave used from the SLP.

**B. Requesting Leave**

1. Employees will request leave from the SLP at the My Missouri State portal. Designees for the employee may request leave by completing the Request for SLP Leave available in the Office of Human Resources.
2. Any employee requesting leave from the SLP must provide a HIPAA release and an attending physician's statement indicating the reason for the leave, beginning date of health condition and anticipated date employee will be able to return to work. These forms will be provided by the Office of Human Resources.
3. After receiving a completed application, the Office of Human Resources will verify the employee's eligibility and status, including current accumulated leave and will notify the Committee of the need to meet. Immediately prior to the committee meeting, the eligibility will be reviewed, updated if necessary, and confirmed.
4. The Human Resources representative will notify the employee of the decision within five (5) business days of a decision by the Committee.
5. If the application is approved, the Office of Human Resources will make the transfer of hours from the University's SLP to the employee's leave balance. The time sheet or leave request should be submitted with hours designated as shared leave at the recipient employee's rate of pay. Shared Leave time may not be recorded for payroll purposes until the application has been approved.
6. The application form may be submitted up to 30 days in advance of need.

**C. Donation of Leave**

1. An employee wishing to donate vacation leave to the shared leave donation bank will submit their donation online through the portal at My Missouri State.
2. After receiving a donation form, the Office of Human Resources will verify the employee's eligibility and status, including current accumulated leave balances and, upon verification, transfer donated vacation leave from employee's balance to the SLP.

3. The Office of Human Resources will, upon completing an exit interview at the time an employee ends his or her employment with Missouri State University, ask the employee if he or she wishes to donate vacation leave to the SLP.

#### **7.19.7 Qualifying Events**

- Incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, sponsored dependent, son, daughter or parent, who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee's job
- Bone marrow and organ donations (employee donating)

## **9.4 DISCIPLINARY GUIDELINES FOR MISCONDUCT**

Employees whose work performance does not meet required standards or who violate rules, regulations or policies of the University may be disciplined according to the seriousness or repetition of the violation. While formal disciplinary steps usually are not required for dismissal of probationary or part-time employees, supervisors and department heads must contact the Office of Human Resources regarding appropriate dismissal procedures for all employees including probationary or part-time employees before taking such action.

Certain actions can cause employees to be disciplined, including but not limited to the following:

- Insubordination
- Refusal to obey directions or accept assignments; refusal to work required overtime
- Inefficiency, incompetency, or inability in the performance of duties
- Careless workmanship or negligence in the performance of duties
- Disregarding safety and/or security regulations
- "Horseplay" which endangers self or other employees
- Sleeping, loitering or loafing during working hours
- Reporting to work under the influence of drugs or alcohol; refusal to consent to drug or alcohol testing
- Unlawful manufacture, distribution, dispensing, possession or use of controlled substances on University property or as part of University activities
- Possession, use or distribution of alcohol on University property. The possession, use or distribution of alcohol in conjunction with University activities not on University property shall be in compliance with applicable federal laws, state laws, and local ordinances
- Excessive, unnecessary or unauthorized use of University supplies, materials, equipment, or vehicles particularly for personal purposes
- Unauthorized use or misuse of all computer systems, equipment, and software
- Careless, negligent or improper use of University property including official vehicles
- Conducting personal business on the job
- Excessive or unauthorized use of telephones
- Habitual or flagrant improper use of leave privileges; failure to return from approved leave of absence
- Continual tardiness or chronic absenteeism; failure to notify supervisor of absence
- Leaving the job during working hours without permission

- **Fraudulent acts, Dishonesty, or misrepresentation** including falsifying employment application or work records or other University work records: including their own or another employee's work record such as falsifying time records
- Conviction of a criminal act or illegal activity reasonably related to conduct relevant to the workplace
- Fighting or using obscene, abusive, or threatening language or gestures
- Theft or not reporting one's knowledge of theft of University property
- Gambling during working hours
- Unauthorized possession of ammunition, firearms, explosive weapons, other weapons as defined in Missouri Revised Statutes Section 571.010(2), (6), (10), (11), (13), (17) and (18), on University premises or while on University business. Authorization to possess such items on University property may be granted by the Director of Safety and Transportation or his/her designee
- **Viewing, creating, and/or distributing pornographic materials while at work or utilizing University resources**
- Violating the University's nondiscrimination and/or sexual harassment policy
- Violating University rules, policies or regulations, or departmental work rules
- Unauthorized release of confidential information from official records
- Disorderly or immoral conduct on the University premises
- Smoking where prohibited
- Misconduct off duty which reflects discredit on or causes embarrassment to the University or to the State of Missouri

#### 9.5.4 Disciplinary Suspension

A disciplinary suspension may be used in cases when the infraction is of such seriousness (theft, fighting, insubordination or similar infraction) that it may warrant dismissal pending review of the facts. Disciplinary suspension should be followed immediately by a thorough **investigation evaluation** of the situation to determine the appropriate action to be taken.

#### 9.7. GENERAL PROVISIONS FOR DISCIPLINARY ACTIONS

Disciplinary actions must be documented in writing. ~~With the exception of first warnings, a~~ **A** copy of the disciplinary action must be given to the employee involved. ~~A copy of the disciplinary action must also be sent to the Director of Human Resources. With the exception of the first warnings, and~~ a copy shall also be included as a permanent part of the employee's personnel file.

Employees represented by the bargaining unit and covered under the Memorandum of Agreement between the University and The International Brotherhood of Electrical Workers (IBEW) and/or The International Brotherhood of Teamsters Local Union 245 have the right to request the presence of the union steward at a disciplinary meeting in which the employee is to be issued any written discipline.

If the disciplinary action taken is a termination of employment, an employee will be provided ~~a written~~ **with** notice ~~stating of~~ the reason for the proposed termination and afforded an opportunity to respond to the proposed action prior to the implementation of the termination.

It is the policy of the University to be fair and impartial in all its relations with employees and to recognize the dignity of the individual. Fairness and consistency require that certain general principles of administering discipline be followed by all supervisors. Representatives in the Office of Human Resources are available to discuss the appropriate course of action in a particular case. Disciplinary action



involving transfer, compensation reduction, withholding salary increases, demotion, suspension or dismissal are accomplished upon the recommendation of the department head, appropriate vice president, and with the approval of the Director of Human Resources.

By approval of this *Employee Handbook*, discretion in the administration of discipline is vested by the Board of Governors in the University Administration, and subject to review by the Board of Governors in certain circumstances, as authorized through the grievance procedure. In the event that an employee feels he/she has been dealt with inappropriately regarding disciplinary action, the employee may refer to the Grievance Procedure (See [Chapter 10](#) of this handbook).

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

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for December		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 17	4,441	\$273,740	206	\$1,229,775	4,647	\$1,503,515	25,722	\$4,635,647	FY 17
	<b>FY 18</b>	5,669	\$265,589	232	\$1,129,681	5,901	\$1,395,270	30,720	\$4,182,056	<b>FY 18</b>
<b>Special Campaigns</b>	FY 17	51	\$7,968	25	\$1,944,903	76	\$1,952,871	888	\$3,216,462	FY 17
	<b>FY 18</b>	87	\$14,039	29	\$749,248	116	\$763,287	904	\$2,748,244	<b>FY 18</b>
<b>One Time Gifts</b>	FY 17	0	\$0	19	\$340,386	19	\$340,386	66	\$3,365,882	FY 17
	<b>FY 18</b>	0	\$0	17	\$265,290	17	\$265,290	96	\$3,939,195	<b>FY 18</b>
<b>TOTALS</b>	FY 17	4,492	\$281,708	250	\$3,515,064	4,742	\$3,796,772	26,676	\$11,217,991	FY 17
	<b>FY 18</b>	5,756	\$279,628	278	\$2,144,219	6,034	\$2,423,847	31,720	\$10,869,495	<b>FY 18</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2017 TO 12/31/2017

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 12/31/2017	TOTAL 7/1/2016 TO 12/31/2016
G I F T S						
ALUMNI	\$66,777	\$2,112,239	\$912,676	\$46,415	\$3,138,106	\$2,796,825
FRIENDS	15,170	1,465,263	265,995	158,158	\$1,904,586	2,720,376
PARENTS	3,249	136,801	12,565	540	\$153,155	115,984
FOUNDATIONS	6,041	817,204	11,000	0	\$834,245	699,736
ORGANIZATIONS	3,102	234,734	119,377	2,540,301	\$2,897,514	1,282,548
BUSINESSES	6,725	1,576,238	145,994	212,931	\$1,941,888	3,602,523
GIFT TOTAL	<u>\$101,064</u>	<u>\$6,342,479</u>	<u>\$1,467,607</u>	<u>\$2,958,345</u>	<u>\$10,869,495</u>	<u>\$11,217,991</u>

	NUMBER OF DONORS 7/1/2017 TO 12/31/2017	NUMBER OF DONORS 7/1/2016 TO 12/31/2016
ALUMNI	4,437	4,589
FRIENDS	8,501	8,011
PARENTS	961	1,100
FOUNDATIONS	36	31
ORGANIZATIONS	117	98
BUSINESSES	643	538
TOTAL	<u>14,695</u>	<u>14,367</u>

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

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for January		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 17	4,405	\$132,458	47	\$143,188	4,452	\$275,646	30,174	\$4,911,293	FY 17
	<b>FY 18</b>	4,062	\$109,414	39	\$234,092	4,101	\$343,506	34,821	\$4,525,607	<b>FY 18</b>
<b>Special Campaigns</b>	FY 17	37	\$4,980	4	\$7,600	41	\$12,580	929	\$3,229,042	FY 17
	<b>FY 18</b>	35	\$6,844	9	\$71,798	44	\$78,642	1,288	\$2,839,231	<b>FY 18</b>
<b>One Time Gifts</b>	FY 17	0	\$0	4	\$33,000	4	\$33,000	70	\$3,398,882	FY 17
	<b>FY 18</b>	0	\$0	8	\$58,181	8	\$58,181	104	\$3,997,376	<b>FY 18</b>
<b>TOTALS</b>	FY 17	4,442	\$137,438	55	\$183,788	4,497	\$321,226	31,173	\$11,539,217	FY 17
	<b>FY 18</b>	4,097	\$116,258	56	\$364,071	4,153	\$480,329	36,213	\$11,362,214	<b>FY 18</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2017 TO 01/31/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 1/31/2018	TOTAL 7/1/2016 TO 1/31/2017
G I F T S						
ALUMNI	\$68,149	\$2,232,694	\$949,450	\$46,415	\$3,296,708	\$2,856,977
FRIENDS	15,930	1,539,725	309,668	159,349	\$2,024,672	2,831,279
PARENTS	3,248	141,235	13,905	540	\$158,928	124,643
FOUNDATIONS	6,042	823,160	12,600	0	\$841,802	702,986
ORGANIZATIONS	3,102	284,169	130,817	2,540,521	\$2,958,609	1,307,094
BUSINESSES	10,545	1,699,918	146,616	224,416	\$2,081,495	3,716,238
GIFT TOTAL	<u>\$107,016</u>	<u>\$6,720,901</u>	<u>\$1,563,056</u>	<u>\$2,971,241</u>	<u>\$11,362,214</u>	<u>\$11,539,217</u>

	NUMBER OF DONORS 7/1/2017 TO 1/31/2018	NUMBER OF DONORS 7/1/2016 TO 1/31/2017
ALUMNI	4,630	4,830
FRIENDS	8,926	8,644
PARENTS	1,000	1,189
FOUNDATIONS	40	35
ORGANIZATIONS	136	102
BUSINESSES	754	567
TOTAL	<u>15,486</u>	<u>15,367</u>

## XV.A.

### **Campus and Community Wellness Initiatives for Students**

The health and wellness of Missouri State University students aligns with the mission of our institution and the Division of Student Affairs by keeping true to the following set of guiding principles: connectedness, diversity, integrity, lifelong learning, and passion. Wellness initiatives are primarily housed in the Health and Wellness Center, Campus Recreation, Counseling Center, and the Dean of Students Office, although numerous departments on-campus support and encourage wellness.

The **Student Wellness Program**, through the **Health and Wellness Center**, cultivates student learning and student success by promoting healthy attitudes and behaviors, preventing illness, injury, and disease, thereby shaping a healthier campus community. They strive to prevent and reduce preventable health risks and illnesses that interfere with academic performance, learning, student retention and personal growth opportunities. Student Wellness achieves this by:

- Offering programs across spectrum of wellness.
- Providing a **Student Wellness Monthly Update**, as well as outreach programs. A Student Health Advisory Committee provides input to assist with student needs and programming.
- Collaborating and partnering with various departments on and off-campus to provide wellness programs.
- Coordinating Missouri State's **Partners in Prevention Coalition** and managing an annual \$10,000 grant.
- Partnering for the **Fit and Well Living Learning Community**.
- Serving as a certified Trainer for **Project Trevor, Narcan Administration, Green Dot, and Step Up**.
- Serving as Co-Director of **Collegiate Recovery Program**.
- Serving as a **Mayo Clinic Tobacco Treatment Specialist** Certification.
- **Nicotine Replacement Therapy (NRT) Grant**: Have dispensed over 800 NRT medicines to university community and have saved patients over \$36,000.

Wellness initiatives are also coordinated through **Campus Recreation** providing opportunities that develop healthy and engaged citizens. Wellness activities help students balance their life using the wellness wheel as a guide to focus on bettering the body and the mind. Campus Recreation achieves this by:

- The **Foster Recreation Center** offers a place for the entire campus to exercise, play and learn about healthy living.
- **RecSports** (both intramural and club) provides opportunities for leadership and personal development by promoting wellness and encouraging physical activity.
- **BearFit** empowers students to achieve their fitness goals through a variety of group fitness classes.
- A variety of **aquatic activities** are offered including swimming lessons, water fitness, paddle boarding, CPR/AED, First Aid and Lifeguard certifications.
- **Outdoor Adventures** creates opportunities for boosting self-confidence, learning lifelong outdoor skills, relieving stress and anxiety, and increasing aerobic fitness.

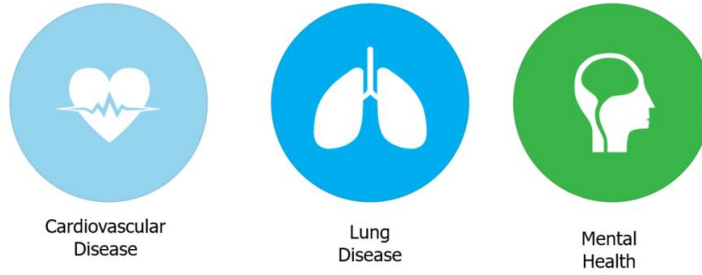
The **Counseling Center** provides preventative and therapeutic mental health services to students. They work with students to stimulate self-acceptance, personal development and psychological well-being. Services are provided to students coping with a variety of challenges, such as: anxiety, depression, personal-social concerns, life-planning issues and other wellness needs. The center provides a wide array of alcohol and other drug services ranging from information and referral to assessments, counseling and educational programs. The Counseling Center offers individual or couples counseling, group counseling, educational/outreach workshops and emergency/crisis services. They also offer a plethora of online screening tools and self-help links.

Wellness efforts are also coordinated through the **Behavioral Intervention Team (BIT)** in the **Dean of Students Office**, where faculty/staff determine the need for intervention, identification and activation of appropriate resources and responses, ongoing monitoring, and evaluation of students of concern.



In early 2015, a variety of organizations focused on our community's health came together to form the Ozarks Health Commission with the goal of a better understanding of the health status, behaviors and needs of the populations served in the Ozarks.

### Springfield's Identified Priorities



### Common Threads



After reviewing more than 140 health data indicators, the Springfield Community agreed upon three priorities for improvement. Also intertwined in those three priorities were five common threads which were viewed to have a significant impact on those health issues.






The Healthy Living Alliance, a local organization aimed at making healthier living a priority in Springfield by bringing together representatives from local business, government and nonprofit and healthcare industries, has taken on the action plan to improve the five common threads in our community. Although tobacco is an issue our community has made significant progress on in the past, there are still opportunities for improvement to tobacco policy.

# Community Health Improvement Plan

The common threads addressed in the HLA-Coordinated CHIP are: Tobacco, Mental Health, Access to Appropriate Care, Social Determinants of Health, and Physical Activity and Nutrition through Active Living and Healthy Living initiatives.

## Healthy Living Alliance-Coordinated Initiatives

Access to Appropriate Care	Social Determinants of Health	Tobacco Use	Mental Health	Active Living & Healthy Eating
				
<p><b>Advocate for Transformation of Missouri Medicaid</b></p> <p>Develop Referral System to Appropriate Care</p> <p>Improve Pathways for Healthcare Careers</p> <p>Increase GO CAPS Medicine and Health Care Track</p>	<p>Reduce Poverty and Improve Quality of Life in Council Zone 1</p> <p>Move Families Out of Poverty through the Northwest Project</p> <p>Create Comprehensive Case Management Program</p>	<p>Engage and Participate in Efforts to Create Smokefree Laws in Missouri</p> <p>Gain Local Control of Tobacco Taxing Authority</p> <p>Expand Communities with Smokefree Ordinances</p> <p>Expand Tobacco 21</p> <p>Understand the Feasibility of Smokefree Housing</p> <p>Expand Businesses with Improved Tobacco Control</p>	<p><b>Complete a Mental Health Assessment</b></p> <p>Implement Prescription Drug Monitoring Program</p>	<p>Adopt a Growth Management and Land Use Plan that Includes Health Considerations</p> <p>Adopt an Active Transportation Plan</p> <p>Create Healthy Workplaces through Wellness</p> <p>Increase Access to Playspaces</p> <p>Reduce Food Insecurity</p> <p>Improve Access to Healthy Food</p> <p>Strengthen Farm to School Initiative</p>





# What is **TOBACCO 21?**

Tobacco 21 (or T21) is a policy approach predicted to prevent or delay tobacco use in adolescents by increasing the minimum legal sale age for tobacco products from 18 years old to 21 years old.

National studies have shown that about 95 % of current smokers report starting the habit before their 21<sup>st</sup> birthday<sup>1</sup>.

There would also be fewer premature deaths, fewer deaths from lung cancer, fewer babies born with low birth weight, fewer preterm births, and fewer deaths from sudden infant death syndrome.

Communities will be healthier with less economic burden from chronic disease<sup>2</sup>.

## Missouri jurisdictions with current Tobacco 21 legislation:



*A 2015 Institute of Medicine report estimates that if all states were to raise the minimum legal sale age of tobacco products to 21, there would be a 12% decrease in cigarette smoking across the nation by 2100<sup>3</sup>.*

This would mean **7,363**  
fewer smokers in Greene  
County, and would  
**SAVE 458 LIVES**  
from smoking-related deaths  
over 10 years.

An individual smoker costs their employer an estimated \$5,800 per year in lost productivity and health care costs.

That amounts to a loss of **\$214,878,400** each year  
for Greene County businesses<sup>4</sup>.

1 Campaign for Tobacco-Free Kids. Increasing the Minimum Legal Sale Age for Tobacco Products to 21. [www.tobaccofreekids.org](http://www.tobaccofreekids.org) 2 Institute of Medicine. Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products. 2015. Retrieved from <http://www.nationalacademies.org/hmd/Reports/2015/TobaccoMinimumAgeReport.aspx>. 3 Institute of Medicine. Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products. 2015. Retrieved from <http://www.nationalacademies.org/hmd/Reports/2015/TobaccoMinimumAgeReport.aspx>. 4 Berman, Micah; et al, "Estimating the cost of a smoking employee" Tobacco Control, June 2013. Retrieved from <http://tobaccocontrol.bmj.com/content/early/2013/05/25/tobaccocontrol-2012-050888>.

XVI.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

BE IT RESOLVED by the Executive Committee of 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 the 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