



Board of Governors Meeting
Room 313, Robert W. Plaster Student Union
Friday, 2/3/2017
1:00 - 5:00 PM CT

I. Roll Call

II. Approval of Minutes

II.A. Approval of Minutes of Open and Closed Meetings of December 15, 2016 - Page 3

III. Consent Agenda

A. President

III.A.1. Approval of FY2017/2018 Employment Agreements for Athletic Coaches (Assistant Coaches for Football) - Page 8

B. West Plains Campus

III.B.1. Approval of Actions Concerning Non-academic Employees - Page 18

C. Academic Affairs

III.C.1. Approval of Academic Calendar for 2018-2019 - Page 20

D. Procurement and Financial

III.D.1. Approval of Procurement Activity Report - Page 22

E. Facilities and Equipment

III.E.1. Approval of Activity Report for the Month of November 2016 - Page 29

III.E.2. Approval of Activity Report for the Month of December 2016 - Page 34

III.E.3. Approval to Enter Into Lease Agreement at Jordan Valley Innovation Center (JVIC) - Page 41

F. Human Resources

III.F.1. Approval of Actions Concerning Academic Employees - Page 70

III.F.2. Approval of Actions Concerning Non-academic Employees - Page 87

IV. Making our Missouri Statement Moment

A. The Missouri State University Chorale by Dr. Cameron LaBarr and Mr. Kenny Kabak

V. Committee Report

A. Report of the Finance and Facilities Committee

VI. President's Report

President's Report - Page 94

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

1. Presentation – The Impact of State Budget Cuts and Withholding to Missouri State University

2. Approval of Fee Resolution Amendment

FY2017 Fee Resolution Amendment - Page 95

VII. West Plains Campus

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

Chancellor's Report - Page 97

B. Approval of a Project Concept for the Construction of a Grant Funded Outdoor Amphitheater on the Missouri State University – West Plains Campus

Outdoor Amphitheater Project Resolution - Page 98

VIII. Academic Affairs

A. Faculty Senate Report

Faculty Senate Report - Page 100

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

Provost Report - Page 101

IX. Research and Economic Development (written report only)

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

Research and Economic Development Report - Page 102

X. Diversity and Inclusion (written report only)

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

Diversity and Inclusion Report - Page 106

XI. Student Affairs

A. Report from the Student Body President

Report from the Student Body President - Page 112

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

Student Affairs Report - Page 113

XII. Marketing and Communications (written report only)

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

Marketing and Communications Report - Page 115

XIII. Staff Senate

XIII.A. Staff Senate Report - Page 116

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 117

XV. Unfinished Business

XVI. New Business

A. First Reading of Bylaw Revision Updates

Review Proposed Revisions to G1.01-4, Bylaws of the Board of Governors, Article IV: Committees - Page 119

B. Discussion of Retention of First Generation Students

Retention of First Generation Students - Page 124

XVII. 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 Resolution - Page 130

XVIII. Adjournment

XIX. Date of Next Meeting: Thursday, March 23, 2017, Hotel Sorella Country Club Plaza in Kansas City, Missouri

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
DECEMBER 15, 2016 1:00 P.M.

1. Roll Call

Present- Mr. Joe Carmichael, Vice Chair
Mr. Tyree Davis, Student Governor
Ms. Virginia Fry, Governor
Dr. Peter Hofherr, Chair
Mr. Stephen B. Hoven, Governor
Ms. Beverly Miller, Governor
Mr. Kendall Seal, Governor
Mr. Gregory Spears, Governor
Ms. Carrie Tergin, Governor

Absent- Mr. Gabriel Gore, Governor

Also

Present- Clifton Smart III, President
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 Dr. Peter Hofherr, Chair of the Board of Governors. He 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 – Dr. Hofherr mentioned that the first item of business was the approval of the minutes for the open and closed meetings of October 14, 2016. Mr. Gregory Spears so moved, receiving the second of Ms. Beverly Miller.

Motion passed 8-0.

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

President

Approval of Athletics Employment Agreement for Melissa Goodman as an Assistant Administrator (Human Resources No. 1537-16)

West Plains Campus

Approval of Purchase Activity Report (West Plains No. 118-16)

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 400-16).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 401-16).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period September 28, 2016, through November 30, 2016 (Purchasing Activity Report No. 447-16).

Facilities and Equipment

Approval of Activity Report for the month of September 2016 (Activity Report No. 286-16).

Approval of Activity Report for the month of October 2016 (Activity Report No. 287-16).

Approval of consultant and authority to enter into an agreement for professional services in conjunction with the bathroom renovation in Shannon Tower of Blair-Shannon House (Agreement No. 383-16).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1538-16).

Actions concerning non-academic employees (Human Resources No. 1539-16).

Approval of actions concerning exempt salary adjustments (Human Resources No. 1540-16).

Approval of actions concerning non-academic salary adjustments (Human Resources No. 1541-16).

Mr. Spears made a motion to approve the Consent Agenda, receiving a second from Mr. Steve Hoven.

Motion passed 8-0.

5. **President's Report** – President Clif Smart welcomed everyone to the December commencement week. He stated that on Friday, December 16, we will graduate 1,476 students in two ceremonies at JQH Arena. In addition, we will award the Government Excellence Award to Dr. Michael Nietzel and the Bronze Bear Award to Mr. Bobby Allison.

He then asked Dr. Dee Siscoe, Vice President for Student Affairs, to present the Citizen Scholar resolution. Dr. Siscoe presented the resolution (Award No. 72-16) to approve the following students as Citizen Scholars for 2016-2017: Jaggar Deeds, Kimberleigh Eng, Caroline Finnell, Alexis Jemes, Michelle Pellegrino, and Victoria York. A motion was made by Ms. Carrie Tergin and seconded by Ms. Miller.

Motion passed 8-0.

Dr. Siscoe then introduced each of the Citizen Scholars with members of the Citizen Scholar Selection Committee, board members Ms. Carrie Tergin, Mr. Tyree Davis IV, Ms. Virginia Fry, and Mr. Kendall Seal, assisting with the presentation of award certificates.

President Smart next gave an overview of the recent trip to China in which Board members Mr. Joe Carmichael and Ms. Tergin participated. Ms. Tergin shared some photos from the trip. Both Ms. Tergin and Mr. Carmichael emphasized the importance of continued relationships.

President Smart then presented two separate resolutions to recognize the extraordinary service of Dr. Peter Hofherr and Mr. Steve Hoven while serving on the Board of Governors for Missouri State University. The resolutions were moved by Ms. Virginia Fry and seconded by Mr. Carmichael.

Motion passed 8-0.

6. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains Campus, gave an update on performance measures for the West Plains campus; noting that the campus met all five this year. He then requested approval of the West Plains campus 2017-2022 Long-Range Plan (Board Policies No. 105-16). Moved by Ms. Tergin and seconded by Ms. Miller.

Motion passed 8-0.

7. **Academic Affairs:**

- a. **Faculty Senate Report** – Mr. Micheal Foster, Chairperson of the Faculty Senate, presented a resolution unanimously passed by the Faculty Senate recommending that an Honorary Doctorate of Public Affairs be conferred upon Mrs. Sara Nell Lampe (Awards No. 73-16) and awarded at the May 2017 commencement. Moved by Mr. Carmichael and seconded by Ms. Fry.

Motion passed 8-0.

Mr. Foster further reported that Faculty Senate continues to look at retention and graduation rates in relation to Missouri Senate Bill 997.

- b. Report from the Provost** – Dr. Frank Einhellig, Provost, gave an update on performance measures for the Springfield campus. Approval was requested for the resolution to establish the William H. Darr College of Agriculture (Curriculum No. 377-16). Moved by Mr. Hoven and seconded by Ms. Miller.

Motion passed 8-0.

8. Student Affairs:

- a. Report from Student Body President** – Mr. Adam Coffman, Student Body President, reported that the West Plains interns in Dalian, China are doing fantastic and the West Plains SGA is currently participating in a can food drive. Mr. Coffman shared that this November, on the Springfield campus, the Student Initiative Fund was passed to provide upgrades to lockers at the Foster Recreation Center. He also noted that SGA members are looking forward to providing representation on a number of new task forces across campus.

9. New Business:

- a. Approval of the 2017 Executive Committee of the Board and Announcement of Board Committee Appointments** – Mr. Carmichael, Chair-Elect, proposed that the 2017 Executive Committee be Ms. Virginia Fry, Mr. Gregory Spears, Ms. Carrie Tergin, and himself. He further proposed the following: Audit Committee be comprised of Mr. Gregory Spears, Chair, Ms. Virginia Fry and Mr. Kendall Seal; Mr. Kendall Seal and Ms. Beverly Miller serve as Chair and Vice Chair respectively of the Programs and Planning Committee; Mr. Gabriel Gore and Mr. Steve Hoven serve as Chair and Vice Chair respectively of the Finance and Facilities Committee; and Ms. Beverly Miller serve as the Foundation Representative. Mr. Hoven moved approval of the appointments with a second from Ms. Miller.

Motion passed 8-0.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this December 15, 2016 meeting of the Board of Governors to consider items of business 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(11) and (12). “Specifications for competitive bidding...;” and “Sealed bids and related documents...;”
- C. R.S.Mo. 610.021(17). “Confidential or privileged communications between a public governmental body and its auditor,...”
- D. R.S.Mo. 610.021(18). “Operational guidelines, policies and specific response plans developed, adopted, or maintained by a public agency responsible for law enforcement, public safety, first response, or public health...”
- E. R.S.Mo. 610.021(19). “Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body...”
- F. R.S.Mo. 610.021(20). “The portion of the record that identifies security system or access codes or authorization codes for the security systems of real property;...” and
- G. R.S.Mo. 610.021(21). “Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption...”

Mr. Spears moved the approval of the resolution and Mr. Hoven seconded the motion.


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

Dr. Hofherr declared the resolution passed unanimously. The open meeting recessed at 2:10 p.m. to go into closed session.

The open meeting was reconvened at 5:01 p.m.

Date of Next Meeting – The date of the next regularly scheduled meeting was set for Friday, February 3, 2017, at 1:00 p.m. on the Springfield Campus.

- 13. Adjournment** – Dr. Hofherr adjourned the meeting at 5:02 p.m., on the motion of Mr. Spears, the second of Ms. Fry, and the unanimous vote of the Board.


Kristan Gochenauer
Secretary to the Board

III.A.1.

RECOMMENDED ACTION – Approval of FY2017/2018 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 eight (8) individuals as Assistant Coaches for football: Peter Badovinac, Jason Ray, Sean Coughlin, Kenji Jackson, Justin Kramer, Christian Morton, Munir Prince, and Marcus Yokeley, for another year (i.e., February 1, 2017 through January 31, 2018);

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

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

NOW, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2017/2018 Employment Agreements for Football Assistant Coaches.

VOTE: **AYE** _____

NAY _____

Comments:

Effective July 1, 2016 the University implemented across-the-board raises for all employees. These across-the-board raises are reflected in the salary amount listed in each assistant coach contract.

Other than the aforementioned 2% raises, no changes were made to the aforementioned coaching salaries.



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: Jason Ray

Position: Assistant Coach

Sport: Football

Term: February 1, 2017-January 31, 2018

Compensation: \$53,040 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

Jason Ray, Assistant Coach

Date

01/19/2017

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

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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, 2017 –January 31, 2018

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:

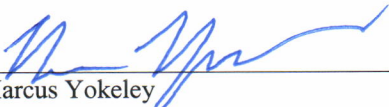
Coach may participate in camps and/or clinics.

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

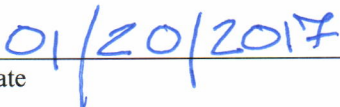
COACH

MISSOURI STATE UNIVERSITY



Marcus Yokeley

Clifton M. Smart III
President



Date

Date

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



Missouri State

U N I V E R S I T Y

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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: Sean Coughlin

Position: Assistant Coach, Co-Offensive Coordinator

Sport: Football

Term: February 1, 2017-January 31, 2018

Compensation: \$72,502 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

1-20-17

Date

Date

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



Missouri State

U N I V E R S I T Y

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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: Justin M. Kramer

Position: Assistant Coach

Sport: Football

Term: February 1, 2017 - January 31, 2018

Compensation: \$56,100 annually

Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.

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

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

COACH

Justin M. Kramer, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-20-17

Date

Date

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



Missouri State

UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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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: Munir Prince

Position: Assistant Coach

Sport: Football

Term: February 1, 2017 -January 31, 2018

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:

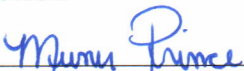
Coach may participate in camps and/or clinics.

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

MISSOURI STATE UNIVERSITY



Munir Prince, Assistant Coach

Clifton M. Smart III
President

1-23-2017

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: Christian Morton

Position: Assistant Coach

Sport: Football

Term: February 1, 2017-January 31, 2018

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.

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

Christian Morton, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1/18/17
Date

Date

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



Missouri State UNIVERSITY

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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: Kenji Jackson

Position: Assistant Coach

Sport: Football

Term: February 1, 2017- January 31, 2018

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

Kenji L. Jackson, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-23-17

Date

Date

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



Missouri State

U N I V E R S I T Y

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: Peter Badovinac

Position: Assistant Coach

Sport: Football

Term: February 1, 2017-January 31, 2018

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

1/18/2017
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.B.1.

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>
Stanley J.M. Mugeki	Residence Life Manager WP Student Life & Development	42	\$47,476 Annually	12/01/2016
CJ Collins	Coordinator, Info. Systems Sup. WP Information Technology Services	35	\$52,470 Annually	12/14/2016
Benton G. Grills	Groundskeeper/General Maint. WP Student Life & Development	23	\$13.00 Hourly	01/05/2017
Jennifer D. Walker	Coordinator, Financial Aid – WP WP Financial Aid	44	\$52,000 Annually	01/05/2017
Bruce A. Cavitt	Academic Advisor – West Plains AACCESS	42	\$33,000 Annually	01/16/2017

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Krista J. Webb	Technology Support Specialist WP Information Technology Services From: Technology Support Specialist Hourly Rate: \$21.10/hr To: Technology Support Specialist Hourly Rate: \$22.83/hr	Change of Status	11/16/2016

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Michelle Branton	Director of Academic Support WP Academic Support	01/06/2017
Jennifer L. Moore	Theatre & Events Coordinator WP University/Community Programs	12/31/2016

VOTE: **AYE** _____
 NAY _____

III.C.1.

RECOMMENDED ACTION – Approval of Academic Calendar for 2018-2019

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

WHEREAS, the Academic Calendar Committee has coordinated preparation of the University’s academic calendar for the 2018-2019 Academic Year;

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

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

WHEREAS, attached hereto is the proposed Academic Calendar for the 2018-2019 Academic Year;

BE IT RESOLVED by the Board of Governors for Missouri State University that the Academic Calendar for 2018-2019 be approved.

VOTE: AYE _____

 NAY _____

Comments:

The Academic Calendar committee is recommending, essentially, the same format of the calendar for 2018-2019 that was approved by the BOG for the 2017-2018 academic year. The traditional breaks for both fall and Thanksgiving are reflected in this resolution. The committee has received no further recommendations for change from faculty, students, or community partners since the adoption of the 2017-2018 calendar. The committee will continue to collect data and insights on the satisfaction with the recommendations moving forward as each calendar is developed.

MISSOURI STATE UNIVERSITY
Academic Calendar
2018-2019

Fall 2018 Intersession

August 6 (Monday)
August 17 (Friday)

Event

Intersession Classes Begin
Intersession Classes End

Fall 2018 Semester

August 20 (Monday)
September 3 (Monday)
October 9 (Tuesday)
October 10 (Wednesday)
October 11-12 (Thursday-Friday)
October 15 (Monday)
November 20 (Tuesday)

November 21-25 (Wednesday-Sunday)
December 6 (Thursday)
December 7 (Friday)
December 8-13 (Saturday-Thursday)
December 14 (Friday)

First Day of Classes
Labor Day Holiday*
First Block Classes End
Mid-Semester/First Block Final Exams
Fall Holiday*
Second Block Classes Begin
Thursday evening classes meet (4:00 p.m. or later). Tuesday evening classes do not meet.
Thanksgiving Holiday*
Last Day of Classes
Study Day*
Final Exams Period
Commencement

Winter 2019 Intersession

January 7 (Monday)
January 11 (Friday)

Intersession Classes Begin
Intersession Classes End

Spring 2019 Semester

January 14 (Monday)
January 21 (Monday)
February 18 (Monday)
February 20 (Wednesday)

March 7 (Thursday)
March 8 (Friday)
Exams
March 9-17 (Saturday-Sunday)
March 18 (Monday)
April 18 – April 21 (Thursday-Sunday)
May 9 (Thursday)
May 10 (Friday)
May 11-16 (Saturday-Thursday)
May 17 (Friday)

Classes Begin
Martin Luther King Jr. Holiday*
Presidents' Day Holiday*
Monday evening classes meet (4:00 p.m. or later). Wednesday evening classes do not meet.
First Block Classes End
Mid-Semester/First Block Final Exams

Spring Break*
Second Block Classes Begin
Spring Holiday*
Last Day of Classes
Study Day*
Final Exams Period
Commencement

Summer 2019 Intersession

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

Intersession Classes Begin
Memorial Day Holiday*
Intersession Classes End

Summer 2019 Session

June 10 (Monday)
July 4 (Thursday)
July 31 (Wednesday)
August 1-2 (Thursday-Friday)
August 2 (Friday)

Classes Begin
Independence Day Observed*
Last Day of Classes
Final Exams Period
Commencement

*Classes will not meet on these dates.

III.D.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

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

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

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from November 30, 2016 through January 18, 2017 be approved.

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

FOR INFORMATIONAL PURPOSES ONLY

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

Cattle Management Service College of Agriculture	\$28,000.00 (Estimated)
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Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the Agriculture Department requests Midwest Cattle Services for cattle management service.

Midwest Cattle Service, Incorporated, has provided management service to Missouri State University and Journagan Ranch for their cattle auction since the first sale beginning in 1985. Over 31 years of service has secured a relationship of knowledge, experience, and commitment in the Hereford Industry at the University. Jim Reed has extensive knowledge in the Leo Journagan breeding program, cattle bloodlines, and ranching philosophy. Jim has over 45 years of involvement in the Hereford industry and sale promotions.

Each year, the first Saturday of October is the auction sale for Genetically Yours. The staff at the University and Journagan Ranch have spent countless hours preparing for the cattle sale, including the breeding process, and their own Dams of Distinction and fertility program.

In addition to the auction, Midwest Cattle Service provides a catalog with mailing and postage, sale orders, promotions and events to prospective buyers. It also provides one year of service preparing the catalog, preparing the auction, visiting the Journagan Ranch, taking pictures and sales consulting for Genetically Yours, and receives 3% of the gross sales.

Midwest Cattle Service has years of knowledge, relationships, experience, and expertise in the Hereford industry, the University, Journagan Ranch, and the Leo Journagan breeding program. The loss of using Midwest Cattle Service would be unmeasurable to the Agriculture Department and the University. For these reasons, a single feasible source is necessary to ensure the stability of the auction, the Hereford breeding bloodlines, and ranching philosophy at the University and the Journagan Ranch.

Note: Funding to be from the FY17 operational budget.

November 30, 2016 through January 18, 2017

**ACTIVITY REPORT
PAGE TWO**

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

**New Tent for Tent Theatre
Theatre and Dance**

\$32,041.00

A Request for Quotation (RFQ) was issued to 11 vendors for the purchase of a new tent for Theatre and Dance.

Quotations were received by Armbruster, and Tentbuilders.com. Several variables were thoroughly considered to determine the correct tent to purchase:

- Location of tent, area, and perimeters
- Weight of tent, 14 – 16 ounces
- Quarter poles – Twelve necessary for proper installation
- Webbing in tent, versus heat seal over seams
- Metal plating system around rings on side of poles versus leather, and metal plates causing the lineup to not match the existing system, also requiring new straps

As a result of a thorough review of both responses, which included multiple question and answer communications by the evaluation committee and vendors, it was determined that it was in the best interest of the University to not accept the low bid, and a purchase order was issued to Armbruster as the best overall value.

The primary decision factor was the use of heat-sealed seams versus combined sewn-in and heat-sealed seams by Tentbuilders. Other considerations included metal rings being used instead of leather, which would cause the tent not to line up properly. Further, there was concern with Tentbuilders using a threaded rod and nut system requiring the installers to drag poles under the tent while it would be lying on the concrete, and then walking on top of the tent to install the quarter poles before raising the sides. This method would cause increased wear and tear over time.

Note: Funding to be from the FY17 operational budget through the Tent Endowment Account.

November 30, 2016 through January 18, 2017

**ACTIVITY REPORT
PAGE THREE**

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

Laser **\$40,339.00**
Physics, Astronomy and Materials Science

Only one bid was received for the purchase of a laser for Physics, Astronomy and Materials Science.

A purchase order has been issued to Quantel USA, Incorporated.

Note: Funding to be from the FY17 operational budget.

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

Local Telephone Service and Data Connection Services **\$42,000.00**
Networking and Telecommunications Services **(Estimated)**

Renewal of Contract C6084-1 has been processed with Windstream Corporation to provide local telephone and data connection services for the period March 1, 2017 through February 28, 2018. This is the second of four available contract renewal options. Contract prices remain the same.

Note: Funding to be from ongoing operational budgets.

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

Cytometer **\$60,013.20**
Biology

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased a cytometer utilizing the University of Missouri contract S021006 with Fisher Scientific.

Biology purchased this equipment to increase the number of color samples that can be analyzed by flow cytometry by the researchers in the Biology department and other collaborators at the University.

November 30, 2016 through January 18, 2017

**ACTIVITY REPORT
PAGE FOUR**

A purchase order has been issued to Fisher Scientific.

Note: Funding to be from the FY17 operational budget.

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

**Two-Year Service Agreement for JEOL Field Emission Scanning Electron Microscope
Jordan Valley Innovation Center** **\$62,527.20**

The service agreement for the JEOL Field Emission Scanning Electron Microscope provides routine, preventative, emergency repair, and diagnostic services for a two-year period beginning January 6, 2017. Purchased for \$449,180.00 in 2008, the microscope is used by University staff for government contracts and affiliate work, and is essential to the research and development activities at the Jordan Valley Innovation Center.

JEOL USA is the manufacturer and distributor of this equipment and is the sole source provider of these services. A purchase order has been issued to JEOL USA.

Note: Funding to be from the Jordan Valley Innovation Center Affiliation Fees.

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

**Fire Detection and Suppression Systems Inspection and Testing Services
Campus Wide** **\$74,444.50
(Estimated)**

Contract C6178-1 with Cintas Fire will be renewed in order to provide fire detection and suppression systems inspection and testing services for the period April 1, 2017 through March 31, 2018. The renewal is the fourth of four available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from ongoing operational budgets.

November 30, 2016 through January 18, 2017

**ACTIVITY REPORT
PAGE FIVE**

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

Basketball Officiating Fees for Missouri Valley Conference Intercollegiate Athletics **\$77,400.00**

Payments processed to the Missouri Valley Conference for the annual men's and women's home game officiating fees totaling \$77,400.00.

Fee, Home Game Officiating, Men's	\$50,650.00
Fee, Home Game Officiating, Women's	\$26,750.00
Total	\$77,400.00

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

Note: Funding to be from the FY17 operational budget.

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

Curriculum Retreat Services **\$95,203.38**
Viticulture Enology Science and Technology (VESTA) **(Estimated)**

Services of a hotel or resort to provide services for an annual curriculum retreat from May 29, 2017 through June 4, 2017 were sought for the Viticulture and Enology Science and Technology Alliance (VESTA) Program.

VESTA is housed through the William H. Darr School of Agriculture at the University. It is grant funded from the National Science Foundation (NSF) to establish VESTA as a National Center of Excellence. As a national center, VESTA assists with the economic development and sustainability of the rapidly expanding United States grape and wine production industry.

The event brings together the VESTA management team, VESTA instructors, and industry representatives from across the nation to develop, evaluate, review and revise the VESTA Viticulture and Enology program. The purpose is to provide education and training, and to develop unity among vital members of a national program, which is scattered across the country.

November 30, 2016 through January 18, 2017

ACTIVITY REPORT
PAGE SIX

South Carolina's wine country was one region requested as a meeting location because the program function is grape and wine education, and many members of the management team, as well as some of the instructors and industry representatives, have not had an opportunity to visit or experience the area.

The rate per person is to include lodging, food and beverage to include snacks, breakfast, lunch, and dinner, as well as meeting space for the term of the event. Program attendees are to pay for airline transportation and will be allowed to reserve from a designated room block to pay for individual rooms at the time of checkout. Approximately forty participants are expected.

Net food and lodging cost to the University is estimated at \$67,351.90, and the total partner cost for lodging is estimated at \$27,851.48. The total cost of the event is estimated at \$95,203.38, plus a nominal charge for audio/visual equipment, which will be applied according to the usage at the time of the event.

The posted Request for Proposal (RFP) was distributed to thirty-two sources, and the Wild Dunes Resort, Isle of Palms, South Carolina was the only respondent.

A purchase is being issued to the Wild Dunes Resort in South Carolina.

Note: Funding to be from the VESTA National Center of Excellence Grant.

III.E.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of November 2016.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of November 2016, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be accepted.

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

November 2016

This report documents activities managed by Planning, Design & Construction for the month of November 2016. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

November 9, 2016

**Asbestos Removal, Room 317
Ellis Hall**

**Project Budget
\$10,800.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$10,009.88. This work order was issued under the FY17 on-call asbestos abatement contract. Work under this project includes asbestos tile and mastic removal in room 317.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	10,009.88
Project Administration	190.12
Construction Contingency	600.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$10,800.00

This project is being funded by the Ellis Hall Renovation budget and is part of the overall project budget approved for the Ellis Hall Renovation.

November 10, 2016

**New Construction
O'Reilly Clinical Health Sciences Center**

**Project Budget
\$19,500,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$88,473.13. This is the eleventh change order on this project. This change order includes parking lot repairs and swing supports in the pediatrics lab. The contract amount will be increased to \$15,392,338.46. This project is being funded by the Occupational Therapy Building budget.

November 16, 2016

**Renovation of Suite 314
Carrington Hall**

**Project Budget
\$93,700.00**

Bids were received for the renovation of the previous Veteran Student Services offices in Carrington Hall suite 314 to accommodate Title IX offices. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$76,835.00.

The bids received on this project are as follows:

Contractor	Base Bid
Hovey Homes, LLC	\$75,900.00
Bales Construction Company, Inc.	\$76,835.00
Kenmar Construction, Inc.	\$97,991.00
Oke-Thomas + Associates, Inc.	\$112,100.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 7,400.00
Construction Contracts	76,835.00
Project Administration	1,065.00
Construction Contingency	8,400.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$93,700.00

Section 8.250.3 RSMo, states that projects should be let to the lowest, responsive, responsible bidder or bidders on a project. The lowest bidder on this project was not deemed the most responsible bidder. Therefore, the University awarded to the second lowest bidder, Bales Construction, Inc., who has a history of completing quality work in a timely fashion at the University. This project is being funded by the Renovate Title IX budget.

**Floor Cracking in Weight Room
Hammons Student Center**

**Project Budget
\$145,000.00**

Bids were received on November 1, 2016 for repair of the floor cracking in the weight room. Following the November Board of Governors' Executive Committee meeting, a notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$103,300.00. This project is being funded by the Hammons Student Center – Floor Repair budget.

**Plaza Addition to the
Davis-Harrington Welcome Center**

A contract was signed with Dake | Wells Architecture for services in conjunction with the design of a landscaped plaza. The fixed fee for the consultant's work is \$22,500.00. This project is being funded by the Welcome Center Plaza budget.

November 17, 2016

**Resurface Courts
Bill R. and Family Foster Recreation Center**

**Project Budget
\$13,100.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$11,179.00. This project was issued under the FY17 job order contracting services agreement. Work under this project includes resurfacing the existing basketball courts.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	11,179.00
Project Administration	244.15
Construction Contingency	1,676.85
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$13,100.00

This project is being funded by the Campus Recreation budget.

November 21, 2016

**Reinsulate Pipe and Repair Soffit
Kentwood Hall**

**Project Budget
\$13,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$9,730.67. This project was issued under the FY17 job order contracting services agreement. Work under this project reinsulates the hydronic pipe with fiberglass insulation and repairs the soffit in room 308.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	9,730.67
Project Administration	973.00
Construction Contingency	2,296.33
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$13,000.00

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

**Install Rigging Point for Chandelier
Juanita K. Hammons Hall for the Performing Arts**

A contract was signed with J&M Engineering, LLC for services in conjunction with the addition of a new line set and two more rigging points for the *Phantom of the Opera* production. The hourly not-to-exceed fee for the consultant's work is \$10,000.00. This project is being funded by the Juanita K. Hammons Hall Operations budget.

November 28, 2016

**Renovation
Hill Hall**

Following approval at the October Board of Governors' Executive Committee meeting, a contract was signed with Helix Architecture + Design for services in conjunction with the renovation of Hill Hall. The fixed fee for the consultant's work is \$870,400.00. This project is being funded by the Hill Hall Renovation budget.

November 30, 2016

**Relocate Taylor Health and Wellness to
the Monroe Apartments**

**Project Budget
\$120,000.00**

A change order was signed with Bales Construction Company, Inc. in the amount of \$1,407.63. This is the second change order on this project. This change order includes additional work to furnish and install keyboard trays and upgrade room signage. The contract amount will be increased to \$102,054.59. This project is being funded by the Relocate Taylor Health budget.

III.E.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of December 2016.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of December 2016, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be accepted.

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

December 2016

This report documents activities managed by Planning, Design & Construction for the month of December 2016. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

December 5, 2016

**Replace Exhaust Fan, Room 119
Kemper Hall**

**Project Budget
\$80,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$40,244.25. This project was issued under the FY17 job order contracting services agreement. Work under this project replaces an existing roof mounted laboratory hood exhaust fan.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 2,300.00
Construction Contracts	40,244.25
Project Administration	0.00
Construction Contingency	2,565.75
Furniture, Fixtures, and Equipment	34,890.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$80,000.00

This project is being funded by the Kemper Fan budget.

December 7, 2016

**2016 Renovation
Meyer Library**

**Project Budget
\$363,500.00**

A change order was signed with Oke-Thomas + Associates, Inc. in the amount of \$10,308.00. This is the second change order on this project. This change order revises the carpet tile design and installs an additional soffit. The contract amount will be increased to \$246,842.30 and sixty-two calendar days will be added to the contract completion date. This project is being funded by the Meyer Library – Master Renovation budget.

December 8, 2016

**Replace Tile
Greenwood Laboratory School**

**Project Budget
\$29,000.00**

Bids were received for the replacement of vinyl composition tiles from the corridor of the elementary wing. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$22,800.00.

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 1	Total
Bales Construction Company, Inc.	\$21,800.00	\$1,000.00	\$22,800.00
Rio Contracting, LLC	\$34,516.00	\$4,800.00	\$39,316.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	22,800.00
Project Administration	2,280.00
Construction Contingency	3,920.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$29,000.00

This project is being funded by the Facilities Management, Facilities Maintenance, and Campus Construction Team budgets.

December 9, 2016

**Renovation and Addition
Glass Hall**

**Project Budget
\$33,840,165.00**

Additional services were approved with Perkins+Will for services in conjunction with the renovation and addition of Glass Hall. The University requested the redesign of room 236, three large classrooms, and northwest vestibule entry for the renovation and addition. The additional services amount is \$73,455.00. The new contract amount is \$2,180,533.00. This project is being funded by the Glass Hall Renovation and Addition budget and does not increase the overall approved project budget.

**Asbestos Removal, Recital Hall, Room 220
Ellis Hall**

**Project Budget
\$2,242.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$1,641.90. This work order was issued under the FY17 on-call asbestos abatement contract. Work under this project includes asbestos tile and mastic removal in the recital hall.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,641.90
Project Administration	100.00
Construction Contingency	500.10
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$2,242.00

This project is being funded by the Ellis Hall Renovation budget.

December 12, 2016

Floor Cracking in Weight Room **Project Budget**
Hammons Student Center **\$145,000.00**

A contract was signed with Terracon Consultants, Inc. for testing and inspection services in conjunction with the repair of the concrete floor and structure. The hourly not-to-exceed fee for the consultant's work is \$6,390.00. This project is being funded by the Hammons Student Center – Floor Repair budget.

December 13, 2016

Asbestos Removal, Suite 314 **Project Budget**
Carrington Hall **\$4,000.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$3,438.38. This work order was issued under the FY17 on-call asbestos abatement contract. Work under this project includes asbestos tile and mastic removal in suite 314.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	3,438.38
Project Administration	0.00
Construction Contingency	561.62
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$4,000.00

This project is being funded by the Renovate Title IX budget.

December 15, 2016

**Leveling of the Existing Band Field
Springfield Campus**

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with leveling the existing band field to provide National Collegiate Athletic Association compliant field event areas. The hourly not-to-exceed fee for the consultant's work is \$18,653.93. This project is being funded by the All Sports - Men budget.

Renovation **Project Budget**
Ellis Hall **\$14,328,230.00**

Additional services were approved with Patterhn Ives, LLC for services in conjunction with the renovation of Ellis Hall. The University requested improvements to the junior recital hall and University lecture hall. The additional services amount is \$5,225.00. The new contract amount is \$680,725.00 plus reimbursables. This project is being funded by the Ellis Hall Renovation budget and does not increase the overall approved project budget.

Install Sign Above Ticket Window **Project Budget**
John Q. Hammons Arena **\$4,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$3,239.49. This project was issued under the FY17 job order contracting services agreement. Work under this project installs an advertising sign above the ticket window.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	3,239.49
Project Administration	274.59
Construction Contingency	485.92
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$4,000.00

This project is being funded by the John Q. Hammons Administration budget.

December 16, 2016

Touch Up Painting **Project Budget**
Bill R. and Family Foster Recreation Center **\$22,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$17,608.15. This project was issued under the FY17 job order contracting services agreement. Work under this project includes touch up painting at various locations.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	17,608.15
Project Administration	1,750.63
Construction Contingency	2,641.22
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$22,000.00

This project is being funded by the Foster Recreation Center – Maintenance and Custodial budget.

Renovation	Project Budget
Ellis Hall	\$14,328,230.00

A change order was signed with Carson-Mitchell, Inc. in the amount of \$36,552.24. This is the first change order on this project. Work added under this change order removes the organ pipe. The contract amount will be increased to \$11,937,256.24. This project is being funded by the Ellis Hall Renovation budget.

**Construction of a Javelin Throw Area
Parkview High School**

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with the construction of a National Collegiate Athletic Association compliant javelin throw area. The hourly not-to-exceed fee for the consultant’s work is \$14,858.20. This project is being funded by the All Sports - Men budget.

Relocation of Veterans Lounge	Project Budget
Meyer Library	\$850,700.00

A change order was signed with Bales Construction Company, Inc. in the amount of \$12,085.00. This is the second change order on this project. Work added under this change order installs additional door hardware and light fixtures. The contract amount will be increased to \$475,299.00 and twenty-two calendar days will be added to the contract completion date. This project is being funded by the Meyer Library – Master Renovation budget.

Modify East Entrance, Gate, and Curb	Project Budget
Sunvilla Tower	\$74,000.00

A change order was signed with Rio Contracting, LLC in the amount of \$3,000.00. This is the first change order on this project. Work under this change order removes the ramp in the pathway of the new construction to avoid the existing concrete projection. The contract amount will be increased to \$66,595.00 and six calendar days will be added to the contract completion date. This project is being funded by the Residence Life Refurbishing budget.

December 20, 2016

**Install Laminated Glass Panels in Display Case
Freudenberger House**

**Project Budget
\$6,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$6,408.83. This project was issued under the FY17 job order contracting services agreement. Work under this project installs laminated glass panels with maroon graphics in the display case.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	6,408.83
Project Administration	91.17
Construction Contingency	0.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$6,500.00

This project is being funded by the Military Science budget.

**Renovation and Addition
Glass Hall**

**Project Budget
\$33,840,165.00**

A change order was signed with Dewitt & Associates, Inc. in the amount of \$56,143.00. This is the eighth change order on this project. Work added under this change order installs additional power data and data sleeve revisions. The contract amount will be increased to \$26,687,385.00 and four calendar days will be added to the contract completion date. This project is being funded by the Glass Hall Renovation and Addition budget.

III.E.3.

RECOMMENDED ACTION – Approval to enter into Lease Agreement at Jordan Valley Innovation Center (JVIC).

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

WHEREAS, the Jordan Valley Innovation Center (JVIC) is a research center designed to conduct cutting edge research and development within a collaborative public-private environment; and

WHEREAS, in furtherance of such purpose, Brewer Science Inc. (“Brewer” or “Tenant”) wishes to obtain from JVIC, the space and services specified in the Lease Agreement, on the terms and conditions set forth in the Agreement; and

WHEREAS, this lease replaces the existing lease that runs from May 1, 2007 to April 30, 2017.

WHEREAS, Brewer Science Inc. is an Affiliate of JVIC and the University desires to lease Fourteen Thousand One Hundred Twenty One Square Feet of space at JVIC to Brewer Science on the second and the fifth floors of JVIC at 524 North Boonville Avenue, Springfield, MO (the “Premises”); and

WHEREAS, the rental rate in the proposed Lease Agreement is Eighteen Dollars per square foot of rentable lease space commencing May 1, 2017 to be paid in monthly installments of Twenty One Thousand One Hundred Eighty One Dollars and Fifty Cents for a total of Two Hundred Fifty Four Thousand One Hundred Seventy Eight Dollars annually commencing May 1, 2017 for one year; and

WHEREAS, the Lease may be extended for a period of up to 10 years or April 30, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the Lease Agreement between Missouri State University (“Landlord”) and Brewer Science Inc (“Tenant”) at the Jordan Valley Innovation Center located at 524 North Boonville Avenue, Springfield, MO, attached, be approved and that the Vice President for Administrative Services be authorized to sign said Lease Agreement and renewals on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENTS: This lease allows Brewer Science Inc., a JVIC corporate affiliate, to lease space on the 2nd and 5th floors of JVIC for one year with an option to extend for up to an additional 10 years. Brewer Science has been a tenant at JVIC since the opening of the facility in May 2007.

LEASE AGREEMENT

This Lease Agreement, made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the Board of Governors of MISSOURI STATE UNIVERSITY ("University" or "Lessor") and Brewer Science, Inc., a Missouri Corporation, ("Brewer Science" or "Lessee").

WITNESSETH:

Article I. Scope of Work - Lessee agrees to lease space at the Jordan Valley Innovation Center, 524 N. Boonville Ave, Springfield Missouri, as further described in Article II, below.

Article II. Lease Agreement for the Premises

Section 1. Demise

a. Upon the terms and conditions hereinafter expressed, Lessor hereby leases to Lessee premises containing approximately Fourteen Thousand One Hundred Twenty One (14,121) rentable square feet described on Exhibits 1 and 2 (the "Premises") divided into four separate parcels in the Jordan Valley Innovation Center building (the "Building" or "JVIC") located at 524 N. Boonville Avenue, Springfield, Greene County, Missouri:

Parcel 1 – Approximately 4,624 square feet of space on the 5th floor of Buildings 1 and 2 of JVIC, more particularly described on the drawing attached hereto as Exhibit 1.

Parcel 2 – Approximately 3,200 square feet of space on the 2nd floor of Building 5 of JVIC, more particularly described on the drawing attached hereto as Exhibit 2.

Parcel 3 – Approximately 4,624 square feet of space on the 2nd floor of Buildings 1 and 2 of JVIC, more particularly described on the drawing attached hereto as Exhibit 2.

Parcel 5 – Approximately 1,673 square feet of space on the 2nd floor of Building 3 of JVIC, more particularly described on the drawing attached hereto as Exhibit 2.

b. Lessee shall have the non-exclusive right with others designated by Lessor to the free use of the common areas on the first floor in the Building and of the Land on which the Building is located for the intended and normal purposes of such common areas. As used herein, "common areas" include elevators, sidewalks, parking areas, driveways, hallways, stairways, public bathrooms, common entrances, lobby and other similar public areas and access ways. Lessor may make any changes or modifications to the common areas provided that such changes shall not materially and unreasonably interfere with Lessee's access to the Premises or use of the Premises for the purposes permitted hereunder.

c. Lessee shall have access to Shared Facilities.

- d. In the event JVIC building 4 facility expansion is realized during the course of this lease Lessor agrees to notify Lessee and include Lessee in discussions regarding the buildout specifically as it relates to Lessee's current lease.

Section 2. Additional Services; Rent

a. As additional consideration for the lease of the Premise, Lessee shall further provide the additional services or payments to the University during the term of this Agreement, as it may be extended, as set forth in Section 2 herein, as follows:

(1) JVIC Corporate Affiliation and payments to Lessor according to the terms of such affiliation.

b. Rent; Additional Rent; Late Charge

(1) For the use and occupancy of the Premises Parcels 1, 2, 3 and 5 during the term hereof, Lessee shall pay to Lessor annual rent in the amount of Eighteen Dollars (\$18.00) per square foot of rentable leased space, that is, Two Hundred and Fifty Four Thousand One Hundred Seventy Eight Dollars (\$254,178.00) per year payable in equal monthly installments of Twenty One Thousand One Hundred Eighty One Dollars and Fifty Cents (\$21,181.50), in advance on the first day of each calendar month, commencing with the Commencement Date and continuing through the term of this Lease. Subject to Section 2(b)(2) below, such rent shall be exclusive of all utilities, communications systems, insurance, personal and real property taxes, maintenance and assessments assessed against the Premises, which Lessee will pay directly as additional rent.

(2) Anything in this lease agreement to the contrary notwithstanding, at Lessor's option, Lessee shall pay as additional rent a "late charge" of five percent (5%) of any installment of rental (or any such other charge or payment as may be considered additional rental under this lease agreement) when paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent payments.

Section 3. Term

a. This Agreement shall be for a term of One (1) year commencing May 1, 2017 and ending April 30, 2018.

b. The Lease may be extended on the following terms:

(1) If Lessee is not in breach of any material term of the Lease at the time the Lessee elects to exercise its option to extend the Lease as to whichever or all of Parcels 1, 2, 3, 4, 5 and 6 as detailed in Exhibits 1 and 2 that are being leased by Lessee as of the date the Lessee provides written notification to Lessor that Lessee elects to extend the Lease. Such written notification of Lessee's election to extend shall be given no less than four (4) months prior to the expiration date of the Lease, namely on or before December 31, 2017 (the "Extension Notice Date"). Such extension of the Lease shall be upon the same terms and conditions as the Lease including any further amendments thereto prior to the Extension

Notice Date except as herein set forth:

- i. The term of the extended Lease shall be for a period of up to ten (10) years, i.e., from May 1, 2018 through April 30, 2028 or for such other period of time as mutually agreed in writing by Lessor and Lessee (the "Extended Lease Term"); and
- ii. The rent for the Premises leased by Lessee during the Extended Lease Term shall be Eighteen Dollars (\$18.00) per square foot of rentable leased space (the "Extended Rent) if extended five to ten years. If extended one to four years rent shall be adjusted proportionally to changes as reflected in the most currently available Consumer Price Index of Kansas City, Missouri, over the month in which the lease commenced. If the indices are not available, the parties will in good faith establish comparable alternative methods of inflation adjustment for each successive Renewal Term. Notwithstanding the amount of the Extended Rent set forth in the prior sentences of this subparagraph, Lessee shall also pay the additional rent set forth in the last sentence of Article II, Section 2 subsection b. (1).

Section 4. First Right of Refusal

- a. Lessor hereby grants to Lessee a first right of refusal as to:

Parcel 4 – Approximately 1,683 square feet of space on the 2nd floor of Building 3 of JVIC, more particularly described on the drawing attached hereto as Exhibit 2.

Parcel 6 – Approximately 943 square feet of space on the 2nd floor of Building 3 of JVIC, more particularly described on the drawing attached hereto as Exhibit 2.

- b. Parcel 4 is currently unleased and unoccupied. If Lessor desires to lease Parcel 4 and has a prospective Lessee ready, willing and able to lease Parcel 4 (the "Prospective Lessee"), the Lessor shall provide written notification to Lessee of Lessor's intent to lease Parcel 4 to Perspective Lessee, with such written notification to provide the basic terms of such proposed lease, e.g., rent, lease term any improvements to be made, and similar basic material terms, but not the identity of the Prospective Lessee if the Lessor is obligated to keep the identity confidential (the "Parcel 4 Lease Terms"). Lessee shall have five (5) business days after receipt of such written notification from Lessor to notify Lessor whether Lessee wishes to exercise its first right of refusal as to Parcel 4 (the "Exercise Period"). The Parcel 4 Lease terms shall apply to Lessee's lease of Parcel 4. Unless Lessee provides written notification to Lessor within the Exercise Period, Lessor shall thereafter be free to lease Parcel 4 to the Prospective Lessee. If for any reason Lessor and the Prospective Lessee do no execute a lease within 120 days after the end of the Exercise Period or the Parcel 4 Lease Terms are materially changed in favor of the Prospective Lessee, then Lessee's first right of refusal shall thereupon be reinstated. Notwithstanding the foregoing provisions of this Section 5, if there is no Prospective Lessee at the time Lessee wants to lease Parcel 4, then upon written notification by Lessee to Lessor, Lessee

may then offer to lease Parcel 4 for a period of time no shorter than one (1) month and no longer than the end of the Extended Lease Term as set forth above in Section 3b(1)i with the amount of rent and other terms and conditions agreed upon by the Parties.

- c. In the event that Lessee leases both Parcel 4 and 5, then Lessee shall also lease Parcel 6 for the same period of time, for the same amount of rent and on the same other lease terms as Lessee is leasing Parcels 4 and 5.

Section 5. Use of Premises

a. Lessee covenants to use the Premises to conduct research, product development and normal business operations and for no other purposes whatsoever without the prior written consent of Lessor.

b. Lessor makes no warranty, either express or implied, that the Premises are suitable for Lessee's purposes. Lessee acknowledges and agrees that Lessor has made no representations or agreements with respect to the Premises except as herein expressly set forth. Prior to the Commencement Date, Lessee shall have examined the Premises and shall be deemed to have accepted the Premises in the then-current physical condition thereof.

c. Lessee shall not use, or permit the use of, the Premises, or any part thereof, for any unlawful or illegal purpose. In the use of the Premises, Lessee shall comply with all applicable laws, ordinances, rules, regulations and orders of all governmental authorities or agencies and with any order or direction of any public officer or law which shall impose any obligation or duty on Lessee with respect to the Premises, the use and occupancy thereof.

d. i.) Lessee must at all times keep the Premises and any improvements insured for full replacement cost under an all-risk property damage policy acceptable to Lessor, and also maintain commercial and general liability insurance with limits acceptable to Lessor in standard insurance form. In no event shall such liability limits be less than One Million Dollars (\$1,000,000) per occurrence with excess/umbrella coverage of not less than Two Million Dollars (\$2,000,000) per occurrence/aggregate. Lessee must maintain coverage for environmental hazards as may be applicable, in amounts sufficient to protect the University as specified in Section 4.d.ii below. Lessee must also maintain Worker's Compensation insurance as required by law. Lessor, as a public entity of the State of Missouri, shall maintain a property damage insurance policy, secondary to any insurance provided by Lessee, on terms as applicable to other University's facilities, provided that the insurance policy obtained through the State of Missouri provides coverage for leased premises. Lessor represents it is a public entity of the State of Missouri and is protected by the Missouri State Legal Expense Fund, as established by Mo. Rev. Stat. § 105.711 and as administered and interpreted by the Attorney General of the State of Missouri. Lessor is subject to the State of Missouri's Worker's Compensation self-insurance program, as administered by the Missouri Office of Administration, Central Accident Reporting Office ("CARO").

ii.) Lessee must maintain all risk property damage and general and commercial liability insurance in limits not less than specified in Section 4.d.ii.a.. All required insurance must be in standard form(s) and amount(s) sufficient to protect the University and the general public against any loss, damage and/or expense that may occur as a result of Lessee's performance under

the contract. All such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized, provided that such coverage is verifiable and irrevocably reliable.

- a. Lessee must at all times keep the leased portion of JVIC and any improvements insured for full replacement cost under an all risk property damage policy acceptable to Lessor and must also maintain commercial and general liability insurance in limits acceptable to Lessor. In no event shall such limits be less than Two Million Dollars (\$2,000,000) per occurrence with combined excess/umbrella coverage of not less than Five Million Dollars (\$5,000,000) per occurrence/aggregate. The contractor must maintain coverage for environmental hazards, as may be applicable, in amounts not less than as specified above. The contractor must also maintain Workers Compensation insurance as required by law.

iv.) Should Lessee install additional security, Lessee's contracted security firm shall notify Lessor's Office of Public Safety of any alerts, and comply with the direction of that Office.

v.) Notwithstanding any provision of this Agreement to the contrary, should Lessee's financial position make it impractical for Lessee to continue with this lease agreement, Lessee may cancel the lease agreement on one hundred eighty days (180 days) written advance notice. The term "impractical" shall not be related to any specific project or income source, but shall mean the continuation of this Lease Agreement shall constitute a significant financial hardship threatening the continuing financial viability of Lessee, rather than a mere change in business focus or direction. Upon such notification, Lessee will provide to Lessor such reasonable documentation as requested by Lessor, not to include the divulgence of trade secrets or proprietary information, to document the impractical nature of continuing this Lease Agreement. Any project agreements between the parties shall be stand-alone agreements, and shall not be considered required by or part of this Lease Agreement.

vi.) Intellectual property rights developed as a result of projects performed within the facilities identified in this Lease Agreement shall be governed by the provisions of the JVIC Affiliate Agreement.

vii.) Lessee may bring visitors into JVIC for short periods of research not to exceed thirty (30) days. Lessee and any visitor will comply with all applicable University policy and law regarding such visitors, particularly including ITAR (U.S. International Traffic in Arms Regulations), EAR (U.S. Export Administration Regulations), and OFAC (U.S. Office of Foreign Assets Control).

viii.) Lessee's professional representatives may be appointed to adjunct status, as defined by the Missouri State University Faculty Handbook, according to the established procedures for appointment to adjunct status.

Section 6. Maintenance, Repairs and Improvements; Liens

a. Lessee shall not cause or permit any waste, damage or injury to any part of the Premises, and Lessee shall, at Lessee's sole expense (except as otherwise provided herein), maintain the Premises and fixtures in good order. Lessee shall, at Lessee's sole expense, repair promptly any damage to the Premises or the Building or any part of either thereof to the extent caused by or resulting from misuse or negligence by Lessee or its employees, agents or invitees.

b. Lessee shall not make any alterations, modifications or improvements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed or conditioned. All such alterations, modifications and improvements shall become and remain the properties of Lessor and shall not be removed by Lessee. All such repairs, alterations, modifications or improvements shall be made at Lessee's sole expense, and all costs therefore shall be paid promptly when due. All such repairs, alterations, modifications and improvements shall be performed promptly, efficiently and competently by duly qualified or licensed persons. Lessee shall not permit any mechanics' or other liens resulting from any labor, materials, equipment or supplies furnished with respect to the Premises at the request of Lessee to stand against the Premises, the Building or the Land, and any such liens shall be paid and satisfied promptly by Lessee unless Lessee shall post a bond equal to the amount of the disputed claim with a bonding company reasonably satisfactory to Lessor. If Lessee posts such a bond, it shall contest the validity of the lien.

c. Except for repairs and replacements required to be made by Lessee pursuant to the Contract Documents and Section 5 (a), herein, Lessor shall make, at its expense, all other repairs and replacements to the common areas and Building (including Building fixtures and equipment) as may be necessary from time to time to maintain the Building in a condition comparable to other buildings on the University campus. Such maintenance shall include the roof, structural portions, outside walls, common areas, elevators, and other "White Box" conditions. Lessee will be responsible for maintenance of all build-out conditions. Lessor shall not be required to make such repairs as Lessee is required to make under the provisions of Section 5 (a); provided, however, that if Lessee shall fail to make such repairs within a reasonable time, then Lessor may, but shall not be required to, make such repairs, and if Lessor makes such repairs, Lessee shall promptly reimburse Lessor its cost therefore upon receipt of an invoice from Lessor. Lessee shall report in writing to Lessor, within two (2) business days of discovery by Lessee, any defective condition within the Premises known to Lessee which Lessor is required to repair, and Lessor shall not be liable to Lessee or its employees, agents or invitees for any such defective condition unless and until Lessee has made such report.

d. There shall be no allowance to Lessee for a diminution of rental value, and Lessor shall have no liability to Lessee, by reason of any inconvenience, annoyance, interruption or injury to business arising from the making of any repairs, alterations or improvements which Lessor is required or permitted by this Lease, or required by law, to make in or to any portion of the Building or the Premises, or in or to the fixtures, equipment or appurtenances of the Building or the Premises.

e. At such time as Lessee determines a requirement to vacate the premises, Lessee may remove specialized, Lessee-installed equipment. Any damage caused to the premises by either installation or removal of the equipment must be repaired and the premises restored to its original condition.

Section 7. Lessee's Personal Property - Lessee shall, at Lessee's sole expense and risk, provide all furniture, furnishings, fixtures, equipment and other personal property necessary or desirable in connection with the use of the Premises. Lessee may install in the Premises any such property which shall remain the personal property of Lessee, except for fixtures attached to the Building, which will become the property of Lessor, unless identified, provided, however, that Lessee shall repair any damage to the Premises caused by the removal of any such equipment. Lessor shall have no obligation to provide, maintain or replace any such furniture, furnishings, fixtures, equipment or other personal property. No such furniture, furnishings, fixtures, equipment or other personal property shall be installed which affect the structural integrity or external appearance of the Premises. Lessee shall, at Lessee's sole expense, promptly repair any damage to the Premises caused by or resulting from the installation or removal of any personal property of Lessee. Lessee shall be responsible for insurance or self-insurance on such personal property and for the payment of any taxes assessed with respect to such personal property. Lessor shall not be liable or responsible in any way for any loss or damage to or insurance or taxes on any such personal property.

Section 8. Services

a. Lessor will, so long as Lessee is not in default under any of the provisions of this Lease, at the proper seasons and during reasonable hours (or as specified below), furnish the services set forth in Exhibit 4 below, and in addition thereto;

(1) Maintain the common areas in a manner comparable to other buildings on the University campus, including usual and customary cleaning, HVAC, illumination, snow removal, de-icing, repairs, replacements, lawn care and landscaping.

Lessee shall be responsible for all other services not specified relating to the Premises.

b. Except as provided in Section 8(c) below, Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing the services referred to in this section when such failure to furnish or delay in furnishing is occasioned in whole or in part by any strike, lockout or other labor controversy, or by any accident or casualty whatsoever, or by the act or default of Lessee or other parties, or by any cause or causes beyond the reasonable control of Lessor, which shall not be considered or construed as an actual or constructive eviction of Lessee, nor shall such failure in any way operate to release Lessee from the prompt payment of the rent and other amounts due hereunder or the performance of the other covenants and agreements on the part of Lessee contained herein. Without limiting the foregoing, Lessor shall in no event be liable for any consequential, derivative, incidental or special damages, nor any damages in the nature of such damages, resulting from its failure to furnish or its delay in furnishing such services, nor from the aforesaid unauthorized acts or causes, nor any actual damages in excess of an abatement of rent in proportion to the actual period of time in which the Premises were rendered untenable by any such failure or delay, all subject to the provisions of

Section 8(c).

c. Notwithstanding the provisions of Section 8(b) above, if any services supplied by Lessor as set forth in 8(a) are interrupted which cause the Premises to be unusable by Lessee, and such interruption does not result from the negligence or willful misconduct of Lessee or its employees, agents or invitees, Lessee shall be entitled to an abatement of rent. Such abatement shall begin on the third consecutive business day of the interruption, or the day on which Lessee stops using the Premises because of the interruption, whichever is later. Such abatement shall end when the Premises are restored to substantially the same condition as prior to the interruption.

Section 9. Insurance

a. Lessee shall obtain and keep in full force and effect during the term of this Lease, at its expense, insurance as set forth below in Section 9.a.(v), as modified by Section II.5.d of this Lease Agreement, and shall provide Lessor with a certificate evidencing such insurance, and naming Lessor as an additional named insured. Lessee shall not violate, or permit the violation of, any condition imposed by any policies of insurance (casualty, liability or other) covering the Building or any part thereof from time to time, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would affect, impair or contravene any policies of insurance that may be carried on or with respect to the Building or any part thereof or which would cause the cost of insurance respecting the Building or the property therein to exceed the cost for such insurance which would otherwise be in effect or which would result in the refusal of insurance companies of good standing to insure the Building or the property of Lessor therein in amounts reasonably satisfactory to Lessor.

- (i) Lessee must understand that Lessor cannot save and hold harmless and/or indemnify Lessee or Lessee's employees against any liability incurred or arising as a result of any activity of Lessee or any activity of Lessee's employees related to Lessee's performance under the contract.
- (ii) Lessee must maintain all risk property damage and general and commercial liability insurance. All required insurance must be in standard form(s) and amount(s) sufficient to protect Lessor and the general public against any loss, damage, and/or expense that may occur as a result of Lessee's performance under the Lease Agreement. All such insurance must indemnify Lessor to the fullest extent possible under the laws of the State of Missouri. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized, provided such coverage is verifiable and irrevocably reliable.
- (iii) Written evidence of the required insurance coverage should be submitted before or upon the award of the contract. Such policy (ies) shall name the Board of Governors of Missouri State University, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, Lessor must be notified immediately.
- (iv) Lessee understands and agrees that the insurance required under the terms of the contract in no way precludes the contractor from carrying such other insurance required by law, or as may be deemed necessary by Lessee for the operation of Lessee's business or for the benefit of Lessee's

employees.

- (v) Notwithstanding any other provision of the contract to the contrary, no insurance procured by Lessee shall be construed to constitute a waiver of any sovereign immunity as set forth in Mo. Rev. Stat. § 537.600 *et. seq.*, or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to Lessor its Board of Governors, officers or employees, not constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which, Lessor, its Board of Governors, officers or employees may be obligated to pay as damages.

b. Lessee will additionally maintain professional liability insurance covering its operation in and about the Premises in levels no less than its other similar operations in the state of Missouri, and will hold harmless and defend Lessor against any claim for malpractice or professional negligence against Lessee and its employees or contractors.

Section 10. Destruction or Damage

a. In the event of damage to or destruction of the Premises or access thereto or any part of the Building that provides essential services to the Premises by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and if such damaged areas can be substantially repaired and restored within one hundred twenty (120) days from the date of discovery of the damage using standard working methods and procedures, Lessor shall, at its expense, promptly and diligently repair and restore such damaged areas to substantially the same condition as existed before the damage, with due allowance for any delay by reason of any cause beyond the control of Lessor. If Lessor determines that such damaged areas cannot be repaired and restored within such one hundred twenty (120) day period, then Lessor shall give prompt written notice thereof to Lessee, and thereafter either party may, within ten (10) days after Lessee's receipt of such notice, cancel this Lease by giving written notice to the other party. Nevertheless, if such repairs and restorations are not substantially completed within such one hundred twenty (120) day period (with due allowance for any delay by reason of any cause beyond the control of Lessor), Lessee may cancel this Lease by written notice to Lessor at any time after the 120th day and before the 140th day after Lessor's receipt of the notice contemplated by the first sentence of this Section 9 (a). In the event of any delay in commencing or completing such repairs or restorations by reason of any cause beyond the control of Lessor, such one hundred twenty (120) day period shall be extended for such time as is reasonably necessary to allow Lessor to complete any repairs and restorations so required.

b. So long as its right of full recovery under any policies of insurance is not prejudiced, Lessor hereby waives any and all right of recovery which it might otherwise have against Lessee, and Lessee's servants, agents and employees, for loss or damage occurring to the Building and the fixtures, appurtenances and equipment therein, to the extent the same is covered by Lessor's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Lessee, or its servants, agents, employees or invitees. So long as its right of full recovery under any of its policies or insurance is not prejudiced, Lessee hereby waives any and all right of recovery which it might otherwise have against Lessor and its servants, agents and employees, and

against every other Lessee in the Building who shall have executed a similar waiver, for loss or damage to Lessee's furniture, furnishings, fixtures and other property, to the extent that same is covered by Lessee's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Lessor, its servants, agents, employees or invitees, or other Lessee.

c. To the extent that the Premises have been rendered unsuitable for Lessee's intended use by any such destruction or damage, the rent payable hereunder to Lessor by Lessee shall be proportionately abated as to the portion of the Premises rendered unsuitable for Lessee's intended use from the date of any fire or casualty not caused by the negligence or willful misconduct of Lessee or the servants, agents, employees or invitees of Lessee, until the Premises are repaired. In the event this Lease is terminated pursuant to subsection (a) of this section, the rent payable hereunder shall be abated as of the date of any such fire or other casualty with an equitable refund of rents paid for tenancy after such date.

Section 11. Condemnation

a. If the whole of the Premises shall be taken by condemnation or other eminent domain proceedings, or by conveyance in lieu thereof, by any authority for public use, then this Lease shall automatically terminate effective on the date of such taking. If any part of the Premises or the Building shall be so taken or conveyed so as to materially interfere with Lessee's ability to continue its operations in substantially the same manner as prior to such taking, then Lessee may terminate this Lease effective on the date when title vests pursuant to such taking or on such later date as Lessee may agree. If such partial taking or conveyance is not so extensive as to so interfere with the operations on the Premises by Lessee, then this Lease shall continue in full force and effect except that the rent provided for herein shall be reduced in proportion to the number of square feet of the Premises no longer available to Lessee, if any, and Lessor shall, upon receipt of the entire condemnation award, make all necessary repairs and alterations so as to constitute the Premises a complete architectural unit, but in no event shall Lessor be required to expend for such purpose more than the entire condemnation award received by it, net of expenses, for that part of the Premises so taken or conveyed. If in the event of any such partial taking or conveyance, in the sole judgment of Lessor, the Building cannot be operated as an economically viable unit, then Lessor may terminate this Lease by written notice to Lessee.

b. In no event shall Lessee be entitled to any part of any condemnation award or damages payable to Lessor for any such taking or conveyance, whether whole or partial, and Lessee expressly waives any claim to such award or damages. Notwithstanding the foregoing sentence, however, Lessee may claim and recover from the condemning authority a separate award for Lessee's moving expenses, dislocation damages, personal property and fixtures, the unamortized costs of leasehold improvements paid for by Lessee, and any other award that would not reduce the award payable to Lessor.

Section 12. Assignment, Subleasing and Mortgaging

a. Lessee shall not assign, mortgage or otherwise encumber or transfer this Lease, or sublease, or permit any other entity to use or occupy, all or any part of the Premises without the express prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. The consent by Lessor to any assignment, mortgage, encumbrance, other transfer,

sublease or use or occupancy by others shall not relieve Lessee of the necessity of obtaining the express prior written consent of Lessor to any other or further assignment, mortgage, encumbrance, transfer, sublease, or use or occupancy by others. No assignment, mortgage, encumbrance, other transfer, sublease or use or occupancy by others, with or without the consent of Lessor, shall release Lessee from primary liability hereunder for performance of all obligations and agreements of Lessee under this Lease. Notwithstanding anything herein to the contrary, Lessor hereby agrees that if Lessee desires to assign or sublet the Premises to its parent, subsidiary, an affiliated corporation or to any other entity which is directly or indirectly controlled by a parent, subsidiary or affiliated corporation, or if Lessee desires to assign or sublet the Premises in connection with a merger or consolidation of Lessee with another corporation, or in connection with the sale of substantially all of Lessee's stock or assets, Lessor's consent to any such assignment or subletting shall not be required as long as the use of the Premises does not change.

b. If this Lease is assigned or otherwise transferred, whether or not in violation of the provisions of this Lease, Lessor may collect rent from any such assignee or other transferee. If the Premises or any part thereof are sublet or used or occupied by anyone other than Lessee, whether or not in violation of the provisions of this Lease, Lessor may collect rent from any such subtenant or occupant. In either event, Lessor may apply the net amount collected to the rents herein reserved, but no such collection shall be deemed a waiver of any of the provisions of subsection (a) of this section, or the acceptance by Lessor of the assignee, other transferee, subtenant or occupant as Lessee, or a release of Lessee from the performance by Lessee of all obligations and agreements of Lessee under this Lease.

Section 13. Bankruptcy - This Lease shall not be assignable or transferable on the part of Lessee by operation of law or by or as a result of any act of bankruptcy, reorganization, receivership or assignment for the benefit of creditors, or the like, on the part of Lessee. Upon the occurrence of any act of bankruptcy, reorganization, receivership or assignment for the benefit of creditors, or the like, on the part of Lessee, this Lease shall terminate immediately, and the Premises shall be surrendered to Lessor, which reserves the right to enter and repossess the Premises; provided, however, that if any act of bankruptcy, reorganization, receivership or assignment for the benefit of creditors or the like, on the part of Lessee which is not volitional on the part of Lessee shall be set aside within sixty (60) days of the date of entry thereof, this Lease shall continue in full force and effect.

Section 14. Access and Changes

a. Lessor and its authorized agents may enter the Premises at reasonable hours following reasonable prior notice to Lessee (or any time in the event of an emergency) to make repairs to the Premises or to any adjoining space and to inspect, maintain and clean the Premises. No locks or security systems for the Premises shall be changed without the prior written consent of Lessor. Should Lessee install additional security, Lessee's contracted security firm shall notify Lessor's Office of Public Safety of any alerts, and comply with the direction of that Office.

b. Lessor may erect, use and maintain pipes, ducts and conduits in and through the Premises, provided the same are installed and concealed behind walls and ceilings of the Premises and are installed at such times, by such methods and at such locations as will not materially

interfere with or impair Lessee's use of the Premises or damage the appearance thereof.

c. Lessor reserves the right to make, at any time, without incurring any liability to Lessee therefore, such other changes in or to the Building and the fixtures and equipment thereof, as well as in or to the entrances, halls, passages, elevators and stairways thereof and the public areas therefore, as it may deem necessary or desirable.

d. Lessor shall be allowed to take all material into and upon the Premises that may be required for any work, repairs or changes to be made by Lessor as is required for such purpose without being deemed thereby to have evicted Lessee in whole or in part, and provided that Lessor diligently proceeds therewith and exercises reasonable diligence so as to minimize disturbance to Lessee, the rent herein reserved to Lessor shall in no way abate while said repairs or alterations are being made by reason of loss or interruption of the business of Lessee because of the prosecution of any such work.

Section 15. Notice of Claims - Lessee shall give prompt written notice to Lessor of any accident, injury or damage of which Lessee is aware occurring in or about the Premises.

Section 16. Acceptance of Payments by Lessor - The acceptance by Lessor of rent or any other payment, or of a lesser amount than the total amount of rent or other payment due hereunder, with knowledge of breach of any obligation of Lessee under this Lease, shall not be deemed a waiver of such breach. No payment by Lessee or acceptance by Lessor of rent or any payment in a lesser amount than due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to the right of Lessor to recover the balance or pursue any other remedy against Lessee provided in this Lease or by law.

Section 17. Inability to Perform - If Lessor, by reason of (a) strike, (b) other work stoppage, (c) governmental preemption in connection with a national emergency, (d) any rule, order or regulation of any governmental agency, (e) conditions of supply or demand which are affected by war or other national, state or municipal emergency, or (f) other cause beyond the control of Lessor, shall be unable to fulfill its obligations under this Lease (including, but not limited to, delivery of possession of the Premises) or shall be unable to supply any service which Lessor is obligated to supply to Lessee or to the Premises, this Lease and Lessee's obligation to pay rent hereunder shall in no wise be affected, impaired or excused except as provided in Sections 10 or 11 hereof, and Lessor shall not be liable to Lessee or to anyone else for damages for or on account of any failure of Lessor to perform because of any such inability.

Section 18. Signage - Signage shall not be installed without Lessor's approval. Such signage shall be installed at Lessee's expense and in accordance with all applicable laws, ordinances, regulations and statutes. Lessor acknowledges that Lessee's signage on the Premises is not in violation of this Section 18 as of the date of Lessor's execution of this Lease Agreement.

Section 19. Curing Lessee's Defaults - If Lessee shall default in the performance of any obligation under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform such obligation for the account and at the expense of Lessee, without notice

in a case of emergency, and in any other case if such default continues after the expiration of

a. ten (10) days from the date Lessor gives Lessee notice of intention to perform such obligation, or

b. the applicable grace period provided elsewhere in this Lease for cure of such default, whichever occurs later.

All costs, expenses and disbursements of every kind and nature whatsoever incurred by Lessor in connection with any such performance by it for the account of Lessee, including any expenses incurred for any property, material, labor or services provided, furnished or rendered, by Lessor or at its instance, together with any interest thereon, shall be paid by Lessee to Lessor as additional rent due hereunder promptly upon receipt of an invoice therefore.

Section 20. Events of Default - Each of the following shall constitute an event of default hereunder by Lessee:

a. the failure by Lessee to pay rent or additional rent to Lessor within ten days after Lessee receives notice thereof from Lessor;

b. the failure by Lessee to perform or observe any other agreement, covenant, term or provision in this Lease binding upon Lessee and the continuation of such failure for a period of thirty (30) days after Lessee receives notice thereof from Lessor, or if such failure cannot be remedied within such thirty (30) day period, the failure of Lessee to commence within such thirty (30) day period and thereafter diligently to prosecute to completion all actions necessary to remedy such failure;

c. the filing by or against Lessee of any bankruptcy, reorganization, insolvency, liquidation, receivership or other similar action or proceeding under any federal or state statute or the institution of an assignment for the benefit of creditors or the inability of Lessee to pay debts as they become due; provided, however, that in the event of an involuntary filing against Lessee of any bankruptcy, reorganization, insolvency, liquidation, receivership or other similar action or proceedings under any federal or state statute, such filing shall not constitute an event of default hereunder if Lessee obtains the dismissal of such action not later than sixty (60) days after the date of filing;

d. the vacating (except in event of casualty) or abandonment of all or any part of the Premises by Lessee, except as expressly permitted hereunder; and

e. the taking or sale of Lessee's interest in the Premises or in this Lease under any attachment, execution or similar legal process, or any event whereby this Lease or the estate hereby granted or the unexpired term hereof would, by operation of law or otherwise, devolve upon or pass to any party other than Lessee, except as permitted herein.

f. Termination of this Agreement because Brewer Science ceases to be a JVIC Corporate Affiliate is an event of default.

Section 21. Remedies

a. Lessor, in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Lessee commits a default under Section 20:

(1) end this Lease by giving ten (10) days written notice to Lessee, and Lessee shall then surrender the Premises to Lessor;

(2) enter and take possession of the Premises either with or without process of law and remove Lessee, with or without having ended the Lease; and

(3) alter locks and other security devices at the Premises.

Lessee waives claims for damages by reason of Lessor's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process.

b. No Surrender - Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance of surrender of the Premises by Lessee. A surrender must be agreed to in a writing signed by both parties.

c. Rent - If Lessor ends this Lease or ends Lessee's right to possess the Premises because of a default under Section 20, Lessor may hold Lessee liable for past due rent, additional rent, and other indebtedness accrued to the date the Lease ends. Lessee shall also be liable for the rent, additional rent and other indebtedness that otherwise would have been payable by Lessee during the remainder of the lease term had there been no default, reduced by any sums Lessor receives by reletting the Premises during the Term.

d. Other Expenses - Lessee shall also be liable for that part of the following sums paid by Lessor and attributable to that part of the Term ended due to Lessee's default or failure to surrender the Premises as required by this Lease:

(1) reasonable broker's fees incurred by Lessor for reletting part or all of the Premises prorated for that part of the reletting term ending concurrently with the then current Term of this Lease;

(2) the cost of removing and/or storing Lessee's property;

(3) the cost of minor repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new lessee; and

(4) other necessary and reasonable expenses incurred by Lessor in enforcing its remedies, specifically including attorney's fees and costs.

e. Payment - Lessee shall pay the sums due in subsections (c) and (d), above, within thirty (30) days of receiving Lessor's proper and correct invoice for the amounts. During each action to collect Lessor shall be limited to the amount of any sums due under subsection (c) that would have accrued had the Lease not been ended and sums under subsection (d) that have been

incurred by Lessor and are now payable by Lessor.

f. Mitigation - Lessor shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Lessor may relet for a shorter or longer period of time than the lease term and make any necessary repairs or alterations. Lessor may relet on any reasonable terms including a reasonable amount of free rent. If Lessor relets for a period of time longer than the current lease term, then any special concessions given to the new Lessee shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Lessor during the remaining period of the lease term.

Section 22. Rules and Regulations - Lessee and Lessee's employees, agents and servants shall faithfully observe and comply with the Rules and Regulations attached hereto as Exhibit 3, and such changes therein as Lessor at any time or times hereafter may make and communicate in writing to Lessee. In case of any conflict or inconsistency between the provisions of this Lease and any of such Rules and Regulations as originally promulgated or as changed, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Lessor any duty or obligation to Lessee to enforce such Rules and Regulations or the terms, covenants or conditions in any other lease, as against any other Lessee of the College, and Lessor shall not be liable to Lessee for violation of the same by any other Lessee or its employees, agents, servants or invitees. Lessor shall use reasonable efforts to ensure compliance by all Lessees and shall not enforce such rules in a discriminatory manner against Lessee.

Section 23. Subordination

a. Subject to Section 20(b), Lessee agrees that this Lease is and shall be and remain subject and subordinate to all deeds of trust or other Lessor financing, including bonds, which may now or hereafter affect the real property of which the Premises and the University form a part, and to all renewals and extensions thereof. In confirmation of such subordination, Lessee shall execute promptly any instruments of subordination, subject to non-disturbance as set forth in Section 23(b) and to quiet enjoyment as set forth in Section 27, which Lessor may request. Provided the same do not change, alter, or amend the terms and provisions hereof, and provided Lessee is entitled to non-disturbance as set forth in Section 23(b) and to quiet enjoyment as set forth in Section 27, Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such subordination instruments for on behalf of Lessee in the event Lessee refuses to executed such instruments.

b. If any financing is foreclosed, then

(1) This Lease shall continue in full force and effect;

(2) Lessee's quiet possession shall not be disturbed if Lessee is not in default;

(3) Lessee will attorn to and recognize the mortgagee or purchaser at foreclosure sale (a "Successor Lessor") as Lessor hereunder for the remaining term.

Section 24. Estoppel Certificates - At any time and from time to time, each party agrees upon request of the other party to execute, acknowledge and deliver to the requesting party a statement

in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which rent or other charges have been paid, and that the requesting party is not in default, and such other matters pertaining to this Lease as may be requested by the requesting party. The failure of any party to execute and deliver such statement within twenty (20) days after request shall constitute an acknowledgment that such statement and the facts set forth therein are correct.

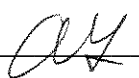
Section 25. Surrender - Upon the termination of this Lease, or upon any re-entry by Lessor into the Premises, Lessee shall peaceably quit and surrender the Premises to Lessor in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Lessor is required to repair or restore under this Lease, and Lessee shall remove all of Lessee's property there from except as otherwise expressly provided in this Lease. In the event Lessee fails to remove its property following termination of the Lease, Lessor may opt to store the property at Lessee's expense or retain or dispose of the property without financial obligation to Lessee. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

Section 26. Holding Over - If Lessee remains in possession of the Premises, or any part thereof, after the termination of this Lease for any reason, whether with or without the consent of Lessor, such possession shall be tenancy at will and in no event shall a tenancy from month to month or from year to year be created or presumed. Such tenancy shall be subject to all the terms and conditions hereof (except as to term) including all rent then payable hereunder, provided that no extension or renewal hereof shall be deemed to have occurred by any holding over.

Section 27. Quiet Enjoyment - Upon payment by Lessee of all rent and any and all other sums to be paid by Lessee to Lessor hereunder and the observance and performance of all the covenants, terms, and conditions to be observed and performed by Lessee, Lessee shall have the peaceable and quiet enjoyment of the Premises, and all rights, servitudes, and privileges belonging, or in any wise appertaining thereto or granted hereby, for the term of this Lease, without disturbance, hindrance or interruption by Lessor, or any other person or persons lawfully claiming by, through, or under Lessor. Lessor warrants that it has full right and authority to enter into this Lease for the full term hereof.

Section 28. Sale of Premises - If Lessor sells or agrees to sell the Premises or any part thereof, Lessee agrees to execute promptly upon request such agreements and certificates and other documents as Lessor reasonably requests in connection therewith; provided, however, that no such agreements or documents shall affect the tenancy created hereunder or the terms and provisions of this Lease.

Section 29. Notices - All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, or by overnight courier, charges prepaid, at such addresses:



If to Lessee: Chief Legal Officer
Brewer Science, Inc.
2401 Brewer Drive
Rolla, MO 65401

If to Lessor: Matthew Morris
Vice President for Administrative Services
Missouri State University
901 South National Avenue
Springfield, MO 65897

Either of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party.

Section 30. Binding Effect - This Lease shall inure to the benefit of, and shall be binding upon, Lessee and Lessor and their respective successors, assigns, heirs and personal representatives.

Section 31. Amendment - This Lease may be amended only by an instrument in writing duly executed by the parties hereto. No amendment shall be effected by any course of conduct or dealing between the parties or by custom or practice.

Section 32. No Remedy Exclusive - No remedy herein conferred upon Lessor is exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default hereunder by Lessee shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 33. No Additional Waiver Implied by One Waiver - In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Further, neither the receipt nor the acceptance of any rent hereunder by Lessor shall be deemed to be a waiver of any breach of any covenant, condition or obligation herein contained or a waiver of any event of default hereunder or a waiver of any remedy available to Lessor.

Section 34. Entire Agreement - This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.



Section 35. Severability - The provisions of this Lease are severable, and in the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof

Section 36. Governing Law - This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Missouri.

Section 37. Miscellaneous - Time is of the essence in the performance of this Lease by Lessee. No partnership or joint venture is established between the parties by the execution hereof or by the use and occupancy of the Premises by Lessee. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 38. Lessor's Waiver and Consent - Lessor hereby waives any statutory or common law lien against the personal property of Lessee. Lessor agrees upon the request of Lessee to execute and deliver and to cause its mortgagees or future mortgagees to execute and deliver a Lessor's Personal Property Waiver and Consent.

Section 39. Sovereign Immunity – Nothing in this Lease Agreement shall be construed to waive any sovereign, official or governmental immunity applicable to either party, their board members, officers, or employees.

Section 40. ADA Compliance - Lessor shall be responsible for assuring that the common areas of the building in which the demised premises are located are in compliance with the requirements of The Americans With Disabilities Act of 1990, and the rules and regulations promulgated thereunder, as such law, rules and regulations may now or hereafter be amended or restated.²

Section 41. Environmental Matters

a. "Hazardous Materials" as used herein, shall include, but not be limited to:

(1) any waste, material or substance (whether in the form of a liquid, a solid, or a gas, and whether or not air-borne), which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious to public health or to the environment, under the authority of any applicable local, state, or federal laws, judgments, ordinances, orders, rules, regulations, (collectively "Environmental Regulations," and individually, as "Environmental Regulation"), including:

(2) asbestos,

(3) any polychlorinated byphenyl,

(4) any radioactive material, or

(5) any Select Agent or Toxin requiring registration or notification under any federal or state regulations including the Biological Weapons Act and Terrorism Act of 1989, the 1996 Antiterrorism and Effective Death Penalty Act, and the USA Patriot Act of 2001, as amended.

In addition to the foregoing, the term "Environmental Regulations" shall be deemed to include, without limitation, local, state, and federal laws, judgments, ordinances, orders, rules, regulations, codes and other governmental restrictions and requirements, any amendments and successors thereto, replacements thereof and publications promulgated pursuant thereto, which deal with or otherwise in any manner relate to, environmental matters of any kind.

b. Lessee agrees that it shall not cause or knowingly permit any Hazardous Materials to exist on or to escape, seep, leak, spill or be discharged, emitted or released from the Building during the term of this Lease in violation of any applicable law or regulation including any Environmental Regulation.

c. The Parties may but are not required, by subsequent written addendum to this Lease Agreement, agree to permit use in the Building material that would otherwise be prohibited, subject to at least the following conditions: compliance with all applicable laws and regulations are met, including all registration, and establishment of safeguards and handling procedures.

d. Lessee will be responsible for the actual costs incurred to store//remove any Lessee-generated chemical/hazardous waste. Such costs will be invoiced to JVIC. Additionally, if the operation of JVIC results in Lessor becoming a Large Quantity Generator (LQG) or equivalent status, Lessee will be responsible for its pro rata share of additional resulting costs, based on the total amount of waste generated.

Section 42. Self-Help - If Lessee or Lessor shall default in the performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within thirty (30) days notice in writing from the other party specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) the non-defaulting party may (in addition to any other remedy available to the non-defaulting party at law or in equity) at any time thereafter cure such default and the defaulting party shall reimburse the non-defaulting party for any amount paid and any expense or contractual liability so incurred, and any amounts due from Lessee shall be deemed additional rent due and payable with the next installment of monthly rent and any amount due from Lessor may be deducted by Lessee from any rent due hereunder; provided however, that neither may cure any such default as aforesaid prior to the expiration of said cure period but after notice to the other party, if it is necessary to protect the demised premises, or the Building, or to prevent injury or damages to persons or property.

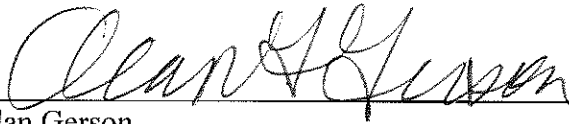
The parties execute this Agreement by their authorized officers, to be legally binding the day and year indicated above, with possession and access provided to Lessee on the Commencement Date as set forth herein.

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

Matthew Morris
Vice President for Administrative Services

Date

BREWER SCIENCE, INC.



Alan Gerson
Chief Legal Officer



Date



EXHIBITS 1 and 2

Exhibit 1 and 2 between the parties, THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY and BREWER SCIENCE describing the Premises of an agreement between the parties as follows:

Approximately Sixteen Thousand Seven Hundred Forty-Seven (16,747) rentable square feet in the Jordan Valley Innovation Center building located at the corner of Phelps and Boonville, Springfield, Greene County Missouri, buildings location of:

Parcel 1 – Approximately 4,624 square feet of space on the 5th floor of Buildings 1 and 2 of JVIC

Parcel 2 – Approximately 3,200 square feet of space on the 2nd floor of Building 5 of JVIC

Parcel 3 – Approximately 4,624 square feet of space on the 2nd floor of Buildings 1 and 2 of JVIC

Parcel 4 – Approximately 1,683 square feet of space on the 2nd floor of Building 3 of JVIC

Parcel 5 – Approximately 1,673 square feet of space on the 2nd floor of Building 3 of JVIC

Parcel 6 – Approximately 943 square feet of space on the 2nd floor of Building 3 of JVIC



EXHIBIT 1

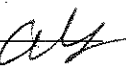
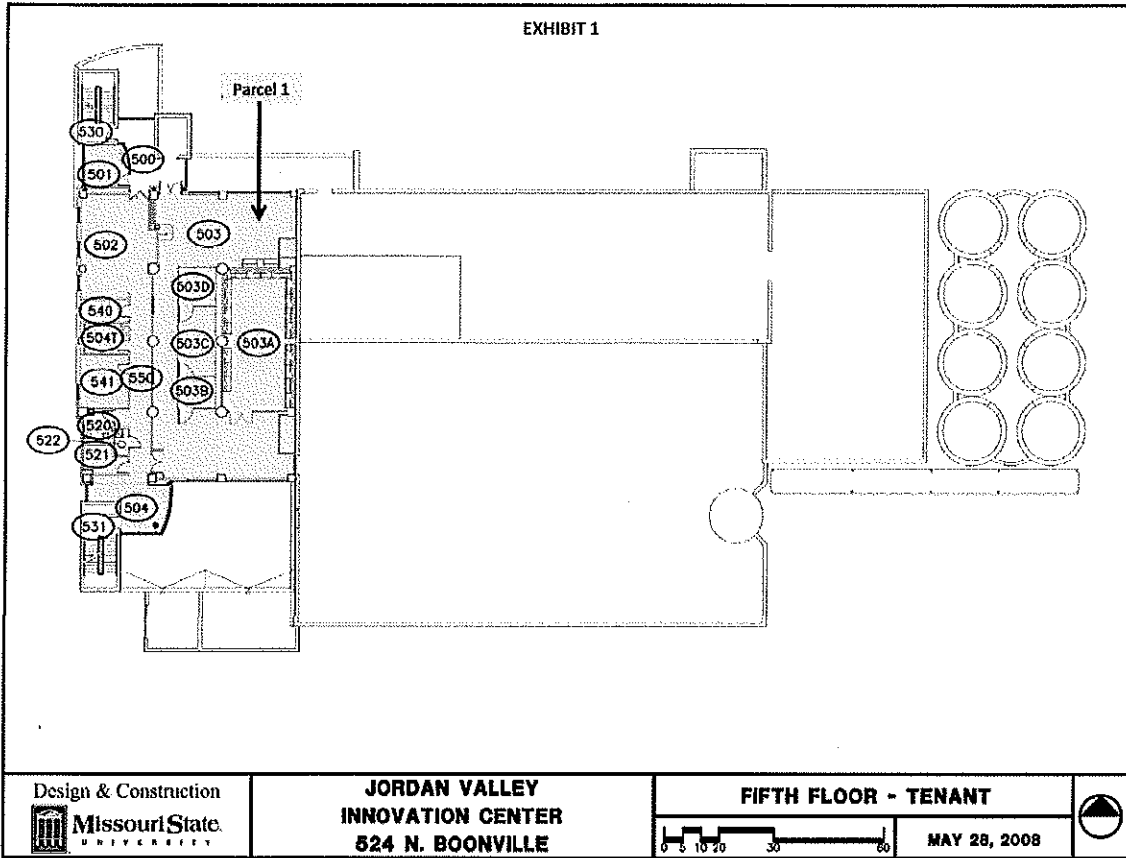
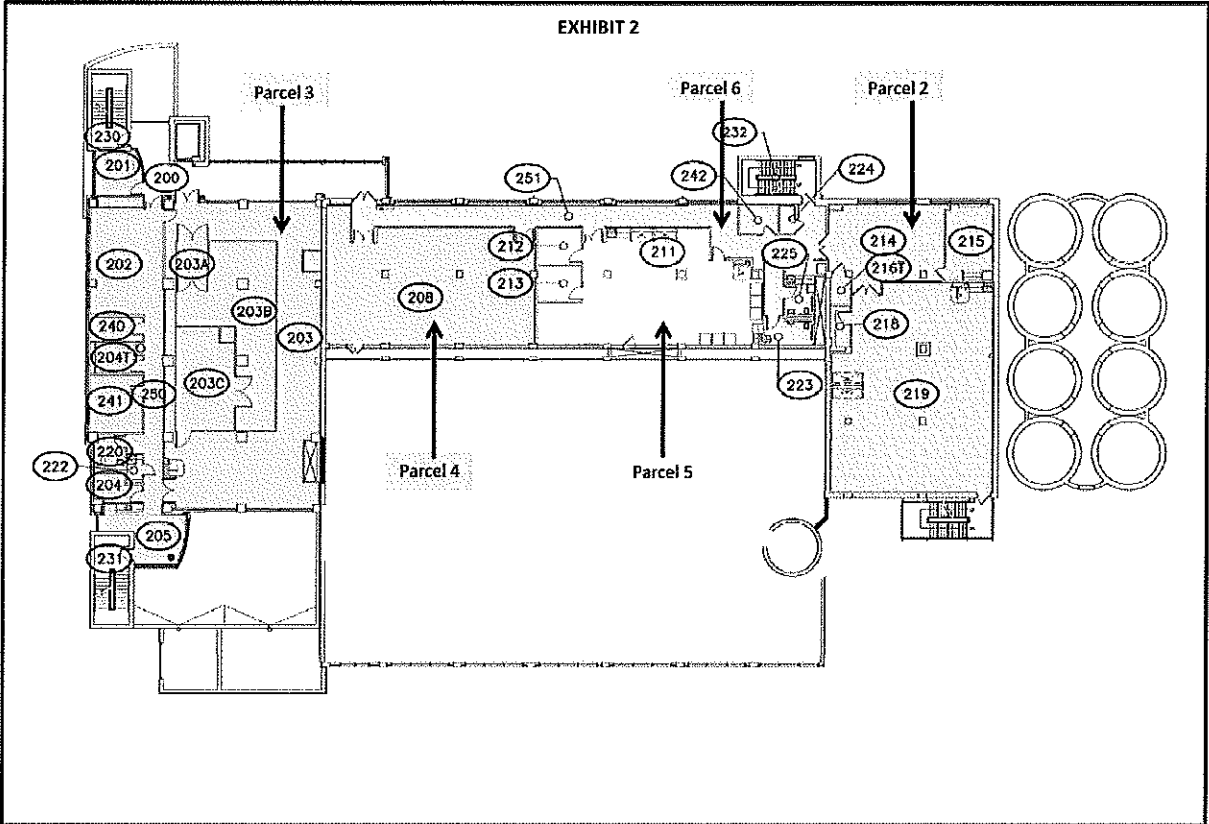


EXHIBIT 2



Design & Construction  Missouri State UNIVERSITY	JORDAN VALLEY INNOVATION CENTER 524 N. BOONVILLE	SECOND FLOOR - TENANT  October 14, 2010	
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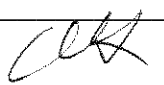


EXHIBIT 3

BUILDING RULES AND REGULATIONS

1. Lessee shall not obstruct or interfere with the rights of other Lessees of the Building, or of persons having business in the Building, or in any way injure or annoy such Lessees or persons.
2. Lessee shall not occupy the Building or permit any portion of the Building to be occupied for the possession, manufacture or sale of controlled substances in any form. Lessee shall not conduct in or about the Building any auction, public or private, without the prior written approval of Lessor. Lessee shall not use the Building for lodging or sleeping, or for any immoral or illegal purposes or for any purpose that will damage the Building, or the reputation thereof, or for any purposes other than those specified in the Lease.
3. Canvassing, soliciting and peddling in the Building are prohibited, and Lessee shall cooperate to prevent such activities.
4. Lessee shall not bring or keep within the Building any animal, bicycle, or motorcycle.
5. Lessee shall not conduct mechanical or manufacturing operations, cook or prepare food, or place or use any inflammable, combustible, explosive, caustic or hazardous fluid, chemical, device, substance or material in or about the Building without the prior written consent of Lessor. Lessee shall comply with all rules, orders, regulations and requirements of the applicable Fire Rating Bureau, or any other similar body, and Lessee shall not commit any act or permit any object to be brought or kept in the Building which shall increase the rate of fire insurance on the Building or on property located therein.
6. Lessee shall not use the Building for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for permitted purposes and except in such portions of the Premises as may be specifically designated by Lessor for such storage.
7. All office equipment and any other device of any electrical or mechanical nature shall be placed by Lessee in the Premises in settings approved by Lessor so, as to absorb or prevent any vibration, noise, or annoyance. Lessee shall not cause improper noises, vibrations or odors within the Building.
8. Lessee shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Building only at such times and through such entrances as may be designated by Lessor. Lessor reserves the right to inspect all such freight, supplies, furniture, fixtures and other personal property to be brought into the Building and to exclude from the Building all such objects which violate any of these rules and regulations or the provisions of the Lease. Lessee shall not move or install such objects in or about the Building in such a fashion as to unreasonably obstruct the activities of other Lessees, and all such moving shall be at the sole expense, risk and responsibility of Lessee. Lessee shall not use in the delivery, receipt or other movement of freight, supplies, furniture, fixtures



and other personal property to, from or within the Building, any hand trucks other than those equipped with rubber tires and side guards.

9. Lessee shall not place within the Building any objects of unusual size or weight, nor shall Lessee place within the Building any objects which exceed the floor weight specifications of the Building, without the prior written consent of Lessor.
10. Lessee shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building, except in the refuse containers provided therefore. Lessee shall not introduce into the Building any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Building. Lessee shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building (Hereinafter "Common Areas") clean and free from rubbish.
11. Lessee shall use the Common Areas only as a means of ingress and egress, and Lessee shall permit no loitering by any persons upon Common Areas or elsewhere within the Building. The Common Areas and roof of the building are not for the use of the general public, and Lessor shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of Lessor shall be prejudicial to the safety, character, reputation or interests of the Building and its Lessees. Lessee shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building without the prior written consent of Lessor.
12. Lessee shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Lessee shall not deposit any sweepings, rubbish, rags or other improper substances therein. Lessee shall not waste water by interfering or tampering with the faucets or otherwise. If Lessee or Lessee's servants, employees, agents, contractors, jobbers, licensees, invitees, guests, or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Lessee's expense and Lessor shall not be responsible therefore.
13. Lessee shall not manually paint, drill into, cut, string wires within or in any way deface any part of the Building, without the prior written consent of Lessor, and as Lessor may direct. Upon removal of any wall decorations or installations or floor coverings by Lessee, any damage to the walls or floors shall be repaired by Lessee at Lessee's sole cost and expense. All installations, alterations and additions shall be constructed by Lessee in a good and workmanlike manner and only good grades of materials shall be used in connection therewith.
14. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the Common Areas shall not be covered or obstructed by Lessee through placement of objects upon windowsills or otherwise. Lessee shall cooperate with Lessor in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Lessee shall

not obstruct, alter or in any way impair the efficient operation of Building heating, ventilating, air conditioning, electrical, fire, safety or lighting systems.

15. Subject to the applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Lessee uses the Premises after regular business hours or on non-business days Lessee shall lock any entrance doors to the Building or to the Premises used by Lessee immediately after using such doors.
16. All keys to the exterior doors of the Premises shall be obtained by Lessee from Lessor, and Lessee shall pay to Lessor a reasonable deposit determined by Lessor from time to time for such keys. Lessee shall not make duplicate copies of such keys. Lessee shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Building, nor shall Lessee make any changes in existing locks or the mechanisms thereof without consent of Lessor. Lessee shall, upon the termination of its tenancy, provide Lessor with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Lessor all keys to the Building, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Lessee by Lessor. In the event of the loss of any key furnished to Lessee by Lessor, Lessee shall pay to Lessor the cost of replacing the same or of changing the lock or locks opened by such lost key if Lessor shall deem it necessary to make such a change.
17. Access may be had by Lessee to the Common Areas and to the Premises at any time between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, and 8:00 A.M. to Noon on Saturday, legal holidays excepted. At other times access to the Building may be refused unless the person seeking admission is known to the watchman in charge, if any, and/or has a pass or is properly identified. Lessee shall be responsible for all persons for whom Lessee requests passes, and shall be liable to Lessor for all acts of such persons. Lessor shall in no case be liable for damages for the admission or exclusion of any person from the Building. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right to prevent access to the Building for the safety of Lessees and protection of property in the Building. Should Lessee install additional security as set forth in, Lessee's contracted security firm shall notify Lessor's Office of Public Safety of any alerts, and comply with the direction of that Office.
18. Lessor reserves the right to change these rules and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, for the preservation of good order therein or for any other cause, and when so changed or made, such modified or new, rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to Lessee or left with some person in charge of the demised premises.

EXHIBIT 4

The University will arrange for the provision of the following services for Lessee:

- Storage and disposal of hazardous wastes, subject to the limitations set forth below:
 - Lessee understands and agrees that no hazardous waste shall be generated that would cause JVIC to become a Large Quantity Generator (LQG). If the waste generated by one or more Lessees results in JVIC becoming a LQG, all associated costs shall be borne by the responsible Lessee(s), as determined by the University.
 - Additionally, any disposal costs in excess of \$1,000.00 per year or 220 pounds per month shall be paid by Lessee.
- Parking and building access, ice and snow removal, pest control, custodial services including trash disposal, landscaping and lawn care.
- An on-site security guard during daylight hours (6 a.m. to 6 p.m.) and a restricted access system for the main building entry and each floor. When the security guard is not on duty, security will be monitored remotely from the University campus. Periodic roving security patrols will also be provided. If enhanced security is required, additional fees may be assessed.
- JVIC Affiliate Companies will have access to “Shared Facilities” in JVIC and on the University campus in Springfield, Missouri, for each of the following:
 - Carbon materials synthesis (including organic synthesis)
 - Cell biology
 - Electronic/organic micro-device fabrication
 - Class 100 and 1000 clean room facilities
 - Materials characterization and evaluation
 - Equipment design and construction.
- Maintenance of building infrastructure and Shared Facilities and utility services for Shared Facilities.

MISSOURI STATE UNIVERSITY

III.F.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>
Jill Layman	Assistant Professor Biomedical Sciences	\$97,500 annually	01/09/17
Feibo Shao	Assistant Professor Management	\$115,000 annually	01/09/17
Antoinette Barfffour	Assistant Professor Modern & Classical Languages	\$53,000 annually	08/14/17
Kageyama Yoshimasa	Assistant Professor Hospitality Leadership	\$69,500 annually	08/14/07

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Jana Owen	Instructor Modern & Classical Languages	\$18,000 semester	01/09/17 05/19/17
Sean Herring	Practitioner-In-Residence English	\$53,500 annually	01/09/17 05/19/17
Rebekah Austin	Instructor Computer Information Systems	\$45,000 annually	01/09/17 05/19/17

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Supplemental Payments)

(See Addendum C for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Paul Schweiger	Assistant Professor Biology	05/19/17

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Russell Carney	Professor Psychology	12/16/16
David W. Brown	Professor Childhood Education & Family Studies	05/19/17
Peter Collins	Professor Music	05/19/17
Melanie Grand	Assistant Professor Hospitality Leadership	05/19/17

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Edward Gutting	Instructor Modern & Classical Languages	01/20/17

SABBATICALS:

The faculty members listed below are recommended for sabbatical leave. Faculty members receive full pay for leave of one semester or half to three-fourths pay for leave of full academic year.

Matthew Calihman	Associate Professor, English Fall 2017 "John A. Williams and the Debate on the American Intellectual."
Lanya Lamouria	Associate Professor, English Fall 2017 "Recent Dickens Studies: 2016," an essay for <i>Dickens Studies Annual</i> and The revisions of <i>The French Revolution of 1848 in Victorian Literature and Culture</i> .

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Ronald Del Vecchio	From: Director School of Agriculture To: Dean College of Agriculture	Change of Status	12/19/16
Kathryn Hope	From: Department Head School of Nursing Professor School of Nursing To: Faculty Emeritus School of Nursing	Change of Status	12/31/16
Rhea F. Felicilda	From: Associate Professor School of Nursing \$81,395 annually (12-month appointment) To: Director School of Nursing Associate Professor School of Nursing \$102,995 annually (12-month appointment)	Promotion	01/01/17
Brett Garland	From: Professor Criminology & Criminal Justice \$86,747 annually To: Department Head Criminology & Criminal Justice Professor Criminology & Criminal Justice \$120,000 annually	Change of Status	01/01/17
Russell Carney	From: Professor Psychology To: Faculty Emeritus Psychology	Promotion	02/01/17

Academic Personnel Board Actions, cont'd.

Page 4

Kenneth Vollmar

From: Department Head
Computer Science
Professor
Computer Science
\$111,046 annually
(12-month appointment)
To: Professor
Computer Science
\$90,856 annually
(9-month appointment)

Change
of
Status

08/01/17

Vote: _____ Yea
 _____ Nay

COMMENTS:

Jill Layman, Assistant Professor, Biomedical Sciences

M.S.N.A. Missouri State University, 2012
B.S.N. Missouri State University, 2007

Experience: 2012 – Present, Certified Registered Nurse Assistant, Mercy Hospital, Springfield, Missouri; 2007 – 2010, Registered Nurse, Acute Care, Mercy Hospital, Springfield, Missouri; 2006, Nurse Externship, Cox Hospital, Springfield, Missouri; 2004 – 2005, Distinguished Teacher Fellow, National Science Foundation GK-12 Program, Springfield, Missouri; 1989 – 1994, Electronics Technician/Adult Educator, United States Navy.

Feibo Shao, Assistant Professor, Management

Ph.D. Oklahoma State University, 2016
M.S. Tongji University, 2008
B.A. HuaZhong Normal University, 2004

Experience: 2016, Visiting Assistant Professor, Oklahoma State University-Tulsa, Tulsa, Oklahoma; 2011 – 2016, Instructor and Research Associate, Oklahoma State University; 2010 – 2011, Business Analyst, Corning Co.; Ltd., Shanghai; 2008 – 2010, Business Analyst, Albemarle Management, Co., Ltd., Shanghai.

Antoinette Barffour, Assistant Professor, Modern & Classical Languages

Ph.D. University of Alabama, 2016
M.A. Indiana University, 2012
M.I.A.A. Missouri State University, 2010
M.A. University of Strasbourg, 2008
B.A. University of Ghana & University of Strasbourg, 2006

Experience: 2016, French Lecturer, Washington University, St. Louis, Missouri; 2016, Teaching Assistant, University of Alabama, Tuscaloosa, Alabama; 2012 – 2016, Instructor, University of Alabama, Tuscaloosa, Alabama; 2012 – 2016 Graduate Teaching Assistant, University of Alabama, Tuscaloosa, Alabama; 2010 – 2012, Program Coordinator & Instructor, Indiana University Honors, Bloomington, Indiana; 2010 – 2012, Associate Instructor, Indiana University, Bloomington, Indiana; 2009 – 2010, Graduate Teaching Assistant, Missouri State University, Springfield, Missouri.

Kageyama Yoshimasa, Assistant Professor, Hospitality Leadership

Ph.D.	University of Central Florida, 2016
M.S.	University of Massachusetts, 2009
B.A.	National Taiwan Normal University, 2006

Experience: 2016, Per Course Faculty, Missouri State University, Springfield, Missouri; 2016, Adjunct Professor, San Ignacio De Loyola University, Peru; 2012 – 2015, Graduate Teaching Associate, University of Central Florida, Orlando, Florida; 2011, Graduate Teaching Assistant, University of Central Florida, Orlando, Florida; 2007 – 2009, Research & Teaching Assistant, University of Massachusetts-Amherst, Amherst, Massachusetts.

ADDENDUM A

The following have been appointed as Per Course Faculty for the fall semester: January 17, 2017 through May 19, 2017.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Aldrich, Donna	Reading Foundations & Tech	\$2,745.00
Allen, Nancy	Finance & General Business	\$3,999.99
Anderson, Barbara	English	\$2,448.00
Anderson, Marty	Criminology	\$3,000.00
Appelquist, John	Criminology	\$6,000.00
Arciniegas, Guillermo	Modern & Classical Languages	\$2,448.00
Armstrong, Barrington	Foreign Language Institute	\$2,448.00
Auten, Madison	Media Journalism & Film	\$2,448.00
Baker, Joann	Comm Sciences & Disorders	\$2,445.00
Baker, Shane	Childhood Ed & Family Studies	\$3,260.00
Baltes, Jennifer	Psychology	\$4,075.00
Baney, Jon	Communication	\$4,290.00
Barnett, Helen	Sociology & Anthropology	\$5,004.00
Baron, Shawna	Psychology	\$2,745.00
Bauer, Diane	Childhood Ed & Family Studies	\$2,445.00
Baum, Allicia	Psychology	\$2,745.00
Beberniss, Kathy	Biomedical Sciences	\$5,075.00
Bedinghaus, Elizabeth	Childhood Ed & Family Studies	\$4,075.00
Beisner, Thomas	Accounting	\$4,999.98
Bell, Carol	Childhood Ed & Family Studies	\$2,445.00
Bennett, Susan	Theatre & Dance	\$2,448.00
Bergant, Amy	Modern & Classical Languages	\$4,896.00
Bishop, Rhonda	Childhood Ed & Family Studies	\$4,575.00
Block, Shelley	English	\$2,754.00
Bloodworth, Julie	Theatre & Dance	\$1,000.00
Borich, Lynn	Communication	\$6,476.46
Borich, Michael	Media Journalism & Film	\$5,508.00
Botsford, Diana	Media Journalism & Film	\$2,754.00
Bozarth, Mary	Criminology	\$3,000.00
Bradley, Karla	School of Nursing	\$6,000.00
Brady, Katherine	Marketing	\$6,600.00
Brammer, Ronald	Music	\$2,145.00
Brasier, Jason	Media Journalism & Film	\$2,448.00
Brocaille, Nicole	Psychology	\$4,890.00
Brown, Bryan	Communication	\$2,754.00

Academic Personnel Board Actions, cont'd.

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Brown, Gina	Childhood Ed & Family Studies	\$2,445.00
Bruce, Richard	Tech & Construction Mgmt	\$3,300.00
Bryant, Emery	Kinesiology	\$4,655.00
Bubalo, Julie	Theatre & Dance	\$1,430.00
Buckle-Lamy, Susan	Childhood Ed & Family Studies	\$3,260.00
Buergler, Melanie	Missouri State Outreach	\$2,448.00
	Psychology	\$2,445.00
Bullard, Steven	Accounting	\$5,000.00
Burnett, Thomas	Kinesiology	\$2,508.00
Bush, Rachel	Theatre & Dance	\$2,145.00
Bushman, Bobbie	Computer Information Systems	\$6,000.00
Call, Anna	Comm Sciences & Disorders	\$2,445.00
Cameron, Paul	Biomedical Sciences	\$7,950.00
Campbell, Stephanie	Psychology	\$2,745.00
Carcamo, Felipe	Modern & Classical Languages	\$2,448.00
Carstens, Kenneth	Sociology & Anthropology	\$2,754.00
Casada, Amy	Kinesiology	\$2,569.00
Cash, Cody	Political Science	\$3,199.98
Chapman, Bryan	Mathematics	\$2,280.00
Choate, Lenetta	Psychology	\$2,745.00
Christiansen, Ashley	Psychology	\$5,490.00
Church, Ashley	Computer Information Systems	\$6,000.00
Cockrum, Leslie	Comm Sciences & Disorders	\$2,445.00
Coker, Whitney	Communication	\$2,145.00
Collier, Meaghan	Missouri State Outreach	\$2,448.00
Collins, Christopher	Missouri State Outreach	\$2,754.00
	Outreach Registration	\$2,754.00
Coltharp, Joel	English	\$5,100.00
Condict, Glenda	Reading Foundations & Tech	\$2,445.00
Cook, Heather	English	\$2,448.00
Corcoran, William	Geography Geology & Planning	\$9,430.00
Cornelius-White, Cecily	Psychology	\$2,745.00
Costello, Levi	Communication	\$2,145.00
Coulter, Adam	Geography Geology & Planning	\$2,595.00
Coulter, Christopher	Geography Geology & Planning	\$3,800.00
Cover, Joseph	English	\$2,550.00
Cowsert, Derek	English	\$2,448.00
Crabtree, Kyra	Reading Foundations & Tech	\$4,075.00
Crosby, Shannon	Biomedical Sciences	\$6,000.00
Crouch, Wedge	Communication	\$5,508.00
Dalton, Rebecca	Psychology	\$4,890.00

Academic Personnel Board Actions, cont'd.

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D'Angelo, Sandra	Psychology	\$2,745.00
Davis-Sneed, Dollie	Childhood Ed & Family Studies	\$3,260.00
Dawson, Carl	Counseling, Lead & Spc Ed	\$2,445.00
Dempsey, Christina	School of Nursing	\$3,000.00
Dibble, Laurel	Media Journalism & Film	\$2,754.00
Dines, Richard	Theatre & Dance	\$1,300.00
Dixon, Stephanie	Missouri State Outreach	\$2,448.00
Djordjevic, Vladan	Art & Design	\$4,896.00
Dlouhy, Rhonda	Social Work	\$2,445.00
Dobson, Lemont	History	\$2,754.00
Dorman, Chelsea	Reading Foundations & Tech	\$2,445.00
Downs, Deborah	Kinesiology	\$4,200.00
Duncan-Atnip, Dianna	Kinesiology	\$2,445.00
Dunn, Joanne	Missouri State Outreach	\$2,448.00
Duprey, Laura	Art & Design	\$5,508.00
Eady, Jerry	School of Nursing	\$1,500.00
Edington, Leann	Childhood Ed & Family Studies	\$2,445.00
Edwards, Lauren	Psychology	\$4,890.00
Ehrhardt, William	Chemistry	\$3,040.00
Eldred, Sherri	Childhood Ed & Family Studies	\$4,075.00
Fielding, Steven	Art & Design	\$5,508.00
Foster, Jeffrey	Psychology	\$2,745.00
Fraleay, David	Finance & General Business	\$1,100.00
Francka, Amanda	Kinesiology	\$931.00
Gardner, Kenneth	English	\$2,448.00
Gibson, Melissa	Childhood Ed & Family Studies	\$4,890.00
Gillman, Kimberly	Childhood Ed & Family Studies	\$2,445.00
Glasemeyer, Carl	Art & Design	\$4,896.00
Glaser, Janet	Communication	\$4,290.00
Goodale, Deborah	Finance & General Business	\$3,300.00
Goodland, Monica	Biomedical Sciences	\$3,600.00
Gratton, Andrew	Tech & Construction Mgmt	\$3,000.00
Gray, Bradley	Management	\$3,000.00
Gregg, William	Music	\$2,860.00
Groves, Jeffrey	Graduate College	\$4,500.00
Hains, Kathleen	Theatre & Dance	\$4,896.00
Happel, Rachel	Psychology	\$2,445.00
Harrison, Glenda	Sociology & Anthropology	\$5,449.00
	Missouri State Outreach	\$2,754.00
Haynes, Heather	History	\$2,448.00
Heilman, Jon	Childhood Ed & Family Studies	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 10

Hersey, Janice	Communication	\$2,145.00
Hetzler, Brandon	Sports Med & Athletic Train	\$3,200.00
Hieber, Daniel	Philosophy	\$5,400.00
Hill, Pamela	English	\$2,754.00
Hogan, Joy	Kinesiology	\$3,192.00
Hooker, Tristin	Missouri State Outreach	\$2,448.00
Hoovens, James	Marketing	\$3,000.00
Hopper-Owrey, Candice	Psychology	\$2,745.00
Howell, Meghan	Sports Med & Athletic Train	\$1,950.00
Huslig, Mark	Occupational Therapy	\$3,000.00
Ice, Whitney	Theatre & Dance	\$2,145.00
Inman, Kristopher	Communication	\$4,290.00
Inmon, Joshua	Theatre & Dance	\$2,145.00
Jackson, Wendy	Social Work	\$2,445.00
Jaross, Nicholas	Computer Science	\$1,980.00
Jester, Jennifer	Music	\$2,448.00
Johnson, Laura	Childhood Ed & Family Studies	\$4,890.00
Johnson, Lindsi	Occupational Therapy	\$1,000.00
Johnston, Glenda	Mathematics	\$2,445.00
	Reading Foundations & Tech	\$2,445.00
Johnston, Kristina	Psychology	\$2,445.00
Jones, Deann	Childhood Ed & Family Studies	\$4,890.00
Jordan, Billy	Communication	\$4,080.00
Kageyama, Yoshimasa	Dept of Hospitality Leadership	\$5,790.00
Kampbell, Katlin	Childhood Ed & Family Studies	\$4,890.00
Kelts, Maureen	Theatre & Dance	\$1,000.00
Kenny, Erin	Sociology & Anthropology	\$3,201.00
Kent, Jennifer	Social Work	\$2,445.00
Keohane, Edward	Sociology & Anthropology	\$2,448.00
Khojasteh, Morgan	Communication	\$4,290.00
Killingsworth, Chad	Computer Science	\$2,145.00
Kimura, Clyde	Kinesiology	\$2,793.00
Kincaid, Jennifer	Psychology	\$2,445.00
Kirkpatrick, Adam	Chemistry	\$2,280.00
Kitchin, Jonathan	English	\$2,550.00
Kock, Stacia	Sociology & Anthropology	\$2,748.00
	College of Hum & Pub Affairs	\$3,000.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Kyle, Michael	Criminology	\$3,000.00
Lacara, Kelly	Childhood Ed & Family Studies	\$2,745.00
Lahmuddin, Lahmuddin	Foreign Language Institute	\$5,508.00

Academic Personnel Board Actions, cont'd.

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Lakin, Brenda	Counseling, Lead & Spc Ed	\$5,490.00
Lale, Jennifer	Theatre & Dance	\$2,754.00
Lansdown, Lynn	History	\$4,896.00
Leggitt, Stephen	Media Journalism & Film	\$2,754.00
Levine, Marlene	Childhood Ed & Family Studies	\$2,745.00
Lineberry, Susan	Reading Foundations & Tech	\$4,075.00
Littlefield, Mary	Childhood Ed & Family Studies	\$3,260.00
Lord, Patrick	Psychology	\$5,490.00
Loughary, Jeffrey	Modern & Classical Languages	\$2,448.00
Lowenthal-Hershey, Jennifer	Computer Information Systems	\$6,000.00
Maloney, John	Psychology	\$4,008.00
Manley, Heather	Missouri State Outreach	\$2,448.00
Marshall, Laurie	Art & Design	\$2,448.00
Massey, Dallas	Biomedical Sciences	\$2,700.00
Mattix, Lora	Missouri State Outreach	\$2,448.00
Mattson, Curtis	Psychology	\$2,745.00
Maxfield, Michael	Media Journalism & Film	\$4,896.00
Mazzeo, Larry	Comm Sciences & Disorders	\$3,000.00
McCleave, Cheryl	Geography Geology & Planning	\$5,190.00
McClure, Scott	Management	\$6,600.00
McCracken, Ramey	English	\$5,304.00
McDonald, Scott	Finance & General Business	\$3,300.00
McIntire, Carolyn	Childhood Ed & Family Studies	\$2,445.00
McMullin, Mary	Childhood Ed & Family Studies	\$2,445.00
McNew, Sarah	Psychology	\$4,575.00
Mehrhoff, Farida	Biomedical Sciences	\$5,400.00
Melley, Brendan	Defense & Strategic Studies	\$5,499.99
Meyers, Sandra	Finance & General Business	\$3,300.00
Michelfelder, Breanna	Geography Geology & Planning	\$2,595.00
Miller, Arden	Psychology	\$11,586.48
Miller, Myra	Missouri State Outreach	\$3,300.00
	Management	\$3,300.00
Mitchell, Jennifer	History	\$4,896.00
Mitchell, Molinda	Missouri State Outreach	\$2,448.00
Mitchell, Shauna	Criminology	\$3,000.00
Moore, Christen	Communication	\$2,145.00
Moore, Cynthia	Art & Design	\$6,324.00
Moore, Dale	Media Journalism & Film	\$2,754.00
Mundt, Nicholas	Chemistry	\$4,560.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$4,890.00
Murray, Kathleen	Music	\$4,590.00

Academic Personnel Board Actions, cont'd.

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Nale, Linda	Childhood Ed & Family Studies	\$4,890.00
Nelsen, Janice	Kinesiology	\$3,488.80
Nelson, Kerry	Criminology	\$3,000.00
Niekamp, Melissa	School of Nursing	\$3,000.00
Nord, Sarah	Missouri State Outreach	\$2,448.00
Norris, Brian	Art & Design	\$2,448.00
Nye, Kimberly	Counseling, Lead & Spc Ed	\$2,445.00
Oberdiear, Louis	Psychology	\$815.00
O'Neal, Stephanie	History	\$4,896.00
Osredker, Michael	Finance & General Business	\$3,300.00
Owen, Carla	Childhood Ed & Family Studies	\$4,890.00
Parker, Lane	Tech & Construction Mgmt	\$6,300.00
Parrish, Matthew	Media Journalism & Film	\$2,754.00
Pennington, David	Communication	\$2,601.00
Peterson, Don	Kinesiology	\$1,596.00
Phillips, Melanie	Communication	\$2,145.00
Pilkenton, Andrew	Art & Design	\$4,896.00
Piston, Nancy	History	\$4,896.00
Pitt, Lisa	Childhood Ed & Family Studies	\$2,445.00
Pleshka, Anton	Art & Design	\$2,448.00
Preston, James	Dept of Hospitality Leadership	\$3,060.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Puzach, Cheryl	Criminology	\$3,000.00
Quirk, Brady	Counseling, Lead & Spc Ed	\$2,745.00
Rader, John	Political Science	\$3,199.98
Rathbun, Susa	Childhood Ed & Family Studies	\$3,260.00
Rice, Judith	History	\$5,508.00
Rice, Phillip	History	\$5,508.00
Robbins, Linda	Counseling, Lead & Spc Ed	\$3,460.00
Roberts, Minnie	Psychology	\$2,445.00
Rowe, Nancy	Communication	\$4,290.00
Rushefsky, Mark	Political Science	\$5,793.00
Rutherford, James	Art & Design	\$2,448.00
Salloum, Georget	Foreign Language Institute	\$2,448.00
Savage, Jennifer	Comm Sciences & Disorders	\$2,445.00
Sawyer, Rebecca	Reading Foundations & Tech	\$815.00
Scales, Megan	Sociology & Anthropology	\$2,502.00
Scarborough, James	Computer Information Systems	\$6,000.00
Schmitt, Vicki	Reading Foundations & Tech	\$7,200.00
Seal, Stephen	Reading Foundations & Tech	\$2,445.00
Senter, Pamela	Art & Design	\$6,324.00

Academic Personnel Board Actions, cont'd.

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Sheets-McKeag, Sarah	Art & Design	\$4,896.00
Shryack, Timothy	School of Nursing	\$3,000.00
Sims-Giddens, Susan	School of Nursing	\$12,435.12
Skibiski, Kevin	Physics Astronomy & Mat Sci	\$6,000.00
Slone, Allison	Comm Sciences & Disorders	\$2,445.00
Sly, James	Psychology	\$4,890.00
Smith, Sean	Tech & Construction Mgmt	\$3,000.00
Smith, Susan	Political Science	\$3,000.00
Snider, John	Tech & Construction Mgmt	\$3,000.00
Spangler, Kate	Communication	\$4,896.00
Speckman, Cynthia	Communication	\$2,448.00
Staats, Nicholas	Tech & Construction Mgmt	\$3,000.00
Starnes, David	Theatre & Dance	\$4,290.00
Stewart, Matthew	English	\$2,448.00
Stockburger, David	Psychology	\$4,788.75
Stout, Kristen	Communication	\$2,145.00
Stowe, Leah	English	\$2,448.00
Stratmann, Henry	Physics Astronomy & Mat Sci	\$1,400.00
Stulce, Brad	Kinesiology	\$2,331.00
Surrell, Kaycie	English	\$2,448.00
Sutherland, Kelly	Childhood Ed & Family Studies	\$2,745.00
Sutliff, Jackson	English	\$5,100.00
Sutliff, Jennifer	English	\$5,100.00
Sutliff, Kristene	English	\$6,217.68
Sutton, Kim	Childhood Ed & Family Studies	\$4,890.00
Taylor, Kerra	Art & Design	\$7,344.00
Terry, Donna	Childhood Ed & Family Studies	\$1,630.00
Terry, Sean	Geography Geology & Planning	\$5,790.00
Thao, Kong	Media Journalism & Film	\$2,448.00
Thomas, Michael	Kinesiology	\$4,000.00
Tintocalis, Stacy	English	\$5,508.00
Tombley, Kenneth	Psychology	\$2,745.00
Tow, Richard	Communication	\$2,754.00
Townsley, Megan	English	\$2,448.00
Tsahiridis, Peter	History	\$5,508.00
Tucker, Timothy	Childhood Ed & Family Studies	\$1,630.00
Tyree, Ashley	Reading Foundations & Tech	\$915.00
Varava, Kira	Communication	\$5,508.00
Wallenburg, Roger	Finance & General Business	\$6,300.00
Wan, Stephanie	Psychology	\$2,745.00
Waters, Donna	Reading Foundations & Tech	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 14

Weaver, Marissa	Communication	\$2,754.00
Wedenoja, William	Sociology & Anthropology	\$6,219.00
Westphal, Leonard	Communication	\$5,508.00
Williams, Paul	Criminology	\$3,000.00
Willis, David	Psychology	\$4,890.00
Woodhouse, Ryan	Music	\$2,400.00
Wyrick, Thomas	Economics	\$11,314.00
Zhou, QiongQiong	Biomedical Sciences	\$2,500.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Balasundaram, Gautam	Computer Information Systems	\$3,000.00
Bennett, Jessica	Library	\$422.00
Boyd, Carmen	Biomedical Sciences	\$19,993.00
Boyer, Williams	Agriculture	\$1,000.00
Burton, Richard	Computer Information Systems	\$3,008.00
Butcher, Darla	Communication	\$3,000.00
Caravella, David	Kinesiology	\$2,367.00
Carbrera-Hurtado, Kelly	Modern & Classical Languages	\$2,754.00
Clark, Ronald	Marketing	\$9,175.00
Cornelius-White, Jeffrey	First Year Programs	\$500.00
	Counseling, Lead & Spc Ed	\$1,045.00
Dillon, Randy	First Year Programs	\$500.00
Dubinsky, Julie	Finance & General Business	\$3,300.00
Frederick, Dana	Management	\$3,362.00
Frizell, Michael	First Year Programs	\$500.00
	Theatre & Dance	\$1,430.00
Gale, Crystal	Library	\$147.00
Garg, Vinay	Management	\$7,014.00
Geiger, Lacey	Computer Information Systems	\$3,000.00
Glaessgen, Tracey	First Year Programs	\$500.00
Gram, John	History	\$3,213.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$3,260.00
High, Brian	Chemistry	\$5,720.00
Hopper, Tina	Biology	\$4,500.00
Howard, Jason	Communication	\$3,000.00
Iman, Gary	Communication	\$3,064.00
Kaufman, Daniel	Philosophy	\$5,528.00
Kaula, Radhika	Computer Information Systems	\$3,060.00
Klem, Michael	Agriculture	\$2,250.00
Kyle, Jerri Lynn	Communication	\$3,139.00
Laws, Bethany	First Year Programs	\$500.00
Leamy, Diane	First Year Programs	\$1,000.00
Limcher, Jenny	Management	\$3,000.00
Mantie-Kozlowski, Alana	First Year Programs	\$500.00
Matthews, James	Counseling, Lead & Spc Ed	\$3,337.00
McClain, William	Agriculture	\$2,250.00

Academic Personnel Board Actions, cont'd.

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Meraz, Juan	Reading Foundations & Tech	\$2,745.00
Murray, Sarah	Biomedical Sciences	\$1,135.00
Odneal, Marilyn	Agriculture	\$2,700.00
Pace, Glenn	Management	\$3,596.00
Patterson, Paula	First Year Programs	\$500.00
Paxon, Mark	First Year Programs	\$500.00
Pearman, Cathy	First Year Programs	\$500.00
Pham, Courtney	Marketing	\$3,306.00
Pierson, Carly	Marketing	\$3,060.00
Price, Melissa	First Year Programs	\$500.00
Qiu, Wenping	Agriculture	\$1,800.00
Rader, Gary	Political Science	\$3,200.00
Richter, Mark	First Year Programs	\$500.00
Robertson, Jessica	First Year Programs	\$500.00
Rothschild, Philip	Management	\$2,379.00
Rowe, Roberta	Communication	\$1,077.00
Rugutt, Joseph	Reading Foundations & Tech	\$2,745.00
Salinas, Patti	Criminology	\$6,885.00
Stagner, Kimberly	First Year Programs	\$500.00
Stalnaker, Jo Lynne	Computer Information Systems	\$3,060.00
Sudbrock, Christine	Agriculture	\$1,800.00
Templeton, Mark Kelly	Theatre & Dance	\$2,601.00
Webb, Gary	Agriculture	\$3,000.00
Whitaker, Charles	Media Journalism & Film	\$2,754.00
Wilhelm, Paula	Management	\$3,000.00
Winkler, Danny	Computer Information Systems	\$3,000.00
Wise, Brittany	Psychology	\$815.00

ADDENDUM C

The following have been appointed as Graduate Teaching Assistants for the spring semester: January 9, 2017 through May 19, 2017.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Aliaga Antillonde Munoz, Maria	Modern & Classical Languages	\$4,386
Casanueva,Rodrigo	Modern & Classical Languages	\$4,386
Chang, Emily	College of Business	\$5,336
Courtney, Tanner	College of Business	\$5,336
Delgado Cruz, Mariel	Biology	\$4,386
Goslee, Kathryn	College of Business	\$5,336
Kasson, Samuel	Chemistry	\$4,386
McCoy, Ciera	Biology	\$4,386
Tate, Raysha	Agriculture	\$4,386

MISSOURI STATE UNIVERSITY

III.F.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>
Andrea Allen	Administrative Specialist II Kinesiology	12	\$26,728 annually	11/28/16
Kevin Horst	Maintenance General Mechanic Facilities Maintenance	25	\$29,806 annually	11/28/16
Marcus Ungeheier	Maintenance General Mechanic Facilities Maintenance-Residence Life Housing & Dining Services	25	\$30,514 annually	11/28/16
James Spivy	Custodian I Plaster Student Union	21	\$20,800 annually	11/30/16
Victoria Jacobson	Financial Aid Coordinator Financial Aid	42	\$38,501 annually	12/05/16
Niki Kennedy	Financial Aid Counselor Financial Aid	42	\$33,987 annually	12/05/16
John Boddie	HVAC Mechanic Facilities Maintenance	26	\$37,003 annually	12/16/16
Rebecca Welch	Academic Records Specialist Office of the Registrar	13	\$27,560 annually	12/16/16
Robert Benton	Groundskeeper Grounds Services	22	\$21,651 annually	12/19/16
Hiedi Carlin	Academic Admin Asst II Geography Geology & Planning	12	\$26,728 annually	01/05/17
Amanda McElwain	Stores Clerk Facilities Management	23	\$26,499 annually	01/05/17

Non-academic Personnel Board Actions, cont'd.

Page 2

Devon Wright	Assistant Director of Student Engagement-Transfer Student Programs Office of Student Engagement	42	\$33,987 annually	01/05/17
Darrin Hawkins	Maintenance General Mechanic Facilities Maintenance	25	\$29,661 annually	01/09/17
Ted Quirk	Corporate Support Representative & Special Events Coordinator Broadcast Services	42	\$39,000 annually	01/09/17
LeAnne Snow	Admissions Coordinator-Academic Advisor Physician Assistant Studies	42	\$36,000 annually	01/09/17
Ashley Thomas	Executive Assistant IV Information Services	17	\$40,000 annually	01/09/17
Susan Scott	Administrative Assistant II Facilities Management	12	\$27,040 annually	01/12/17

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Gwen Kamerer	Medical Assistant Taylor Health & Wellness Center	09/19/16 01/15/17

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Josefina Garcia	Senior Accountant-Analyst Financial Services	10/31/16
Lori Steele	Assistant Director, Dual Credit Program Outreach	11/03/16
Annette Avery	Assistant Director, Processing Financial Aid	11/18/16

Non-academic Personnel Board Actions, cont'd.

Page 3

Kiara Lewis	Custodian I Custodial Services	12/16/16
Christina Rasnake	Assistant Strength & Conditioning Coach Athletics-Strength & Conditioning	12/20/16
James Craig	Director Department of Veteran & Student Services	12/31/16
Shawn Erdman	Academic Advisement-Marketing & Recruitment Specialist Hospitality Leadership	12/31/16
Catherine Schulte	Athletic Trainer Athletic Medical & Rehab Services	12/31/16
Jonna Yates	Radio Communications Officer Safety & Transportation	01/05/17
Kimberly Callahan	Academic Administrative Assistant II Finance & General Business	05/31/17

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Rodney Hanley	Accounting Specialist Postal Services	12/31/16
William Steele	Property Control Specialist Property Control	01/31/17
Gail Emrie	Academic Advisor-Program Coordinator History	01/31/17

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Susan Kekec	English Language Institute SEVIS Specialist English Language Institute	12/31/16

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Steven Garman	From: Financial Aid Counselor Financial Aid GR 42, \$34,814 annually To: Interim Assistant Director Financial Aid GR 42, \$34,814 annually (\$500 monthly supplemental)	Change of Status	11/21/16 02/28/17
Deborah L. Ellis	From: Administrative Assistant II Residence Life Housing & Dining Services GR 12, \$34,729 annually To: Accounting Specialist Residence Life Housing & Dining Services GR 13, \$37,440 annually	Promotion	12/01/16
Lauren Webster	From: Contract Compliance Manager Planning Design & Construction GR 44, \$52,513 annually To: Interim Associate Director Planning Design & Construction GR 44, \$52,513 annually (\$1,000 monthly supplemental)	Change of Status	12/01/16
Rhonda Franklin	From: Health Information Assistant Taylor Health & Wellness Center GR 11, \$28,718 annually To: Administrative Specialist II Taylor Health & Wellness Center GR 12, \$30,159 annually	Reclassification & Salary Adjustment	12/16/16

Non-academic Personnel Board Actions, cont'd.

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Peggy Kahre	From: Residence Hall Receptionist Residence Life Housing & Dining Services GR 10, \$21,852 annually To: Accounting Specialist Management Development Institute GR 13, \$29,848 annually	Promotion	12/12/16
Stephen Sloniker	From: Public Safety Officer Safety & Transportation GR 24, \$26,171 annually To: Patrol Corporal Safety & Transportation GR 25, \$29,661 annually	Promotion	12/16/16
Joshua Barnes	From: Custodian I Residence Life Housing & Dining Services To: Custodian I Custodial Services	Transfer	12/19/16
Melissa Berry	Interim Director Office of Equity & Compliance	Continuation of Appointment	01/01/17 12/31/17
Shelley Cantrell	From: Scheduling Coordinator Administrative Services To: Coordinator, Space Management Administrative Services	Title Change	01/01/17
Patrick Day	From: Coordinator of Operations & Systems Computer Services To: Staff Emeritus Computer Services	Change of Status	01/01/17

Non-academic Personnel Board Actions, cont'd.

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Kimberly Dubree	From: Coordinator Educational Field Experiences Educational Field Experiences GR 44, \$47,500 annually To: Director, Certification Educational Field Experiences GR 46, \$52,500 annually	Promotion	01/05/17
Kevin Piercy	From: Coordinator, User Support Services Computer Services To: Assistant Director Computer Services	Title Change	01/05/17
Andrew Swearingen	From: Centralized User Support Specialist Computer Services GR 33, \$44,301 annually To: Enterprise Systems Administrator Computer Services GR 35, \$52,500 annually	Promotion	01/05/17
Carol Ziegler	From: Military/Veterans Transition Coordinator Veteran Student Services GR 41, \$35,304 annually To: Interim Director Veteran Student Services GR 41, \$35,304 annually (\$1,000 month supplemental)	Change of Status	01/05/17 03/31/17
Jaime Ross	From: Academic Advisor Marketing, Recruitment & Retention Specialist Outreach GR 42, \$40,000 annually To: Director, Adult Non-traditional Student Resources Outreach GR 45, \$53,750 annually	Promotion	03/08/17

Vote: _____ Yea
 _____ Nay

VI.A.

PRESIDENT'S REPORT

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

1. Presentation – The Impact of State Budget Cuts and Withholding to Missouri State University
2. Approval of Fee Resolution Amendment

VI.A.2.

**Missouri State University
Fees No.
2016-2017 Fee Schedule Amendment
Board Resolution**

BE IT RESOLVED by the Board of Governors for Missouri State University that the following fee schedule changes be adopted, effective commencing with the Spring 2017 semester.

Springfield Campus Required Student Fees

The Higher Education Student Funding Act (HESFA) allowed a statutory maximum increase for the 2016-17 academic year in the amount of \$47.54 per the attached. As a result of the state appropriations withholdings for 2016-2017, the following are changes to the Fee Schedule to utilize the statutory maximum increase provided by the HESFA:

Change the following:

Tuition (Spring 2017, and Summer 2017)*

	Missouri Resident	Missouri Resident
Regular Instruction (per credit hour)		
Courses numbered 1-599	From: \$205.00	To: \$206.00

Student Services Fees Spring 2017*

	Credit Hours						
	1 hr	2 hrs	3 hrs	4 hrs	5 hrs	6 hrs	7 hrs or more
From Total	155.00	199.00	241.00	284.00	327.00	370.00	455.00
To Total	157.00	202.00	245.00	289.00	333.00	377.00	463.00

Summer 2017

	Credit Hours			
	1 hr	2 hrs	3 hrs	4 hrs or more
From Total	101.00	139.00	176.00	217.00
To Total	102.00	141.00	179.00	221.00

These increases that are approved by this resolution will be waived for Spring 2017 and Summer 2017.

BE IT FURTHER RESOLVED THAT PREVIOUS ACTIONS BY THE Board of Governors covered in this schedule of student fees and deposits be modified accordingly, the Board of Governors reserving its discretion to further modify fees and charges as it determines necessary and appropriate.

Joe Carmichael
Chair of the Board

Passed at the meeting of February 3, 2017

Kristan Gochenauer, Secretary

VII.A.

**Missouri State University Board of Governors
February 3, 2017 meeting**

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

Spring 2017 Opening Day Enrollment: Student enrollment was up one percent on the first day of classes. The official census day is the 20th class day.

Grizzly Lofts: 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 facilities management agreement last August. Recruitment and retention will be enhanced with this residence hall being incorporated into our overall enrollment management plan

Performance Measures Results: We were recently notified that Missouri State - West Plains has met all five performance-funding targets. Below are the performance measures and our results.

1. **Three-year Graduation and Transfer Rate:**
This target was met through year over year improvement. The Fall 2011 rate of 35.5 percent increased to 37.0 percent in Fall 2012.
2. **Fall to Fall Persistence:**
This target was met through sustained excellence. The Fall 2011 – Fall 2013 rate of 53.1 percent decreased to 52.7 percent in FY 2012 – FY 2014 but exceeds the benchmark rate of 50.2 percent.
3. **Student Performance on Gateway Math:**
This target was met through improved performance. The Fall 2011 – Fall 2013 rate of 64.1 percent increased to 65.3 percent in Fall 2012 – Fall 2014.
4. **Licensure/Certification Exam:**
This target was met through sustained excellence. The FY 2013 – FY 2015 rate of 95.8 percent decreased to 95.1 percent in FY 2014 – FY 2016 but exceeds the benchmark rate of 90.0 percent.
5. **Credit Hours Completed per State Appropriations (in \$100Ks):**
This target was met through improved performance. The FY 2012 – FY 2014 number of credit hours increased from 721.0 to 739.4 in FY 2013 – FY 2015

Legislative Summit: A Legislative Summit was held December 12 to brief area legislators about the West Plains campus. Three of our six legislators were able to attend. Since the summit, I have met with two of the other legislators for one-on-one sessions and have plans to meet with the other legislator soon.

VII.B.

RECOMMENDED ACTION – Approval of a Project Concept for the Construction of a Grant Funded Outdoor Amphitheater on the Missouri State University – West Plains campus.

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

WHEREAS, the Missouri State University – West Plains desires to apply for a federal grant of up to \$250,000 from the Land & Water Conservation Fund program for the purpose of constructing an outdoor amphitheater and acquiring the adjacent property to create the Missouri State University – West Plains Outdoor Amphitheater;

WHEREAS, the proposed grant is a 50/50 program, which means that the University would be required to match any federal financial assistance awarded through this grant program;

WHEREAS, through a combination of private donors and West Plains Campus reserves, the University has the ability to match any grant award up to \$250,000 (i.e., the grant limits); and

WHEREAS, Administration recommends that the Board of Governors approve both the submission of this grant application, and the expenditure of matching funds up to the amount of any grant monies received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University, that submission of the application for a federal grant from the Land & Water Conservation Fund is hereby approved, and the Chancellor of the Missouri State University–West Plains is hereby authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This resolution is part of the requested documentation for the grant application from the Land and Water Conservation Fund. This resolution serves as acknowledgment, that if awarded, the West Plains Campus has committed the funds and resources to fulfill the specifications of the grant application.

The Missouri State University – West Plains (“MSU-WP”) Outdoor Amphitheater, previously referred to as the Tuttle Amphitheater, has been in the planning stages for several years. The

amphitheater will provide MSU-WP and the greater West Plains community an outdoor venue for spectator events, concerts, rallies, films and theatrical performances. Seating for the amphitheater will face a theatrical-style stage, providing an enjoyable atmosphere and environment in which to view the entertainment.

In the event a grant is awarded, MSU-WP will comply with all rules and regulations of the Land & Water Conservation Fund program and applicable federal law. Moreover, in the event that a grant is awarded, MSU-WP will be required to match the amount of the award. Such matching funds have been identified, and include \$75,800, from private donor commitments, and up to \$174,200 from MSU-WP reserves and in-kind contributions.

It is recommended that this resolution be approved.

VIII.A.

FACULTY SENATE REPORT

Mr. Mike Foster, Chairperson for the Faculty Senate, will make a report to the Board of Governors. The report will be made within the guidelines approved at the October 21, 1983, meeting of the Board of Regents.

VIII.B.

Report from the Provost

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

- 1) 2017-2018 Hiring Update
- 2) 2017 Tenure and Promotion Update
- 3) Update on Spring 2017 Online Enrollment



**THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2017 THROUGH DECEMBER**

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 2017 through the month of December.

PROJECT HIGHLIGHTS

- **Dalen Duitsman**, the Director of the Ozarks Public Health Institute (OPHI) received **\$10,965** from the **Taney County Health Department** to assist with implementation and management of their Grow the Grower program. OPHI will provide professional development to local food producers through a series of workshops and farm tours, implement a marketing and promotion campaign of the benefits of eating whole and local foods, and assist with outreach to local food producers and high school Future Farmers of America and 4H clubs.
- **Razib Iqbal**, an Assistant Professor in Computer Science, received **\$2,700** from **Google, Inc.** to support his Software Engineering course. This funding will allow students to get a capstone experience working on a group research project. Students will use the Google cloud platform to learn and implement cloud-based projects, host their applications in the cloud, and use the cloud platform to distribute the computing workloads among multiple virtual machines for real-time performance comparison.
- **Tammy Wiley**, the General Manager of KSMU and Ozarks Public Television (OPT), and **Rachel Knight**, the Assistant General Manager of KSMU and OPT, received a **\$759,872** Community Service Grant from the **Corporation for Public Broadcasting** to assist OPT with its annual operating costs.
- **Brett Garland**, Department Head of Criminology, and **Ron Malega**, Assistant Professor in Geography, Geology, and Planning, received **\$25,047** from the **Missouri State Highway Patrol** to continue the Domestic Violence Research Project. The project is to examine how the contextual, neighborhood-level variables and individual-level variables influence aggregated, domestic violence-related variables across Missouri census tracts from 1990 to 2015. The analysis will investigate domestic violence offender recidivism, specialization, and escalation. The goal of this project is to provide local officials information to better understand the factors surrounding domestic violence.

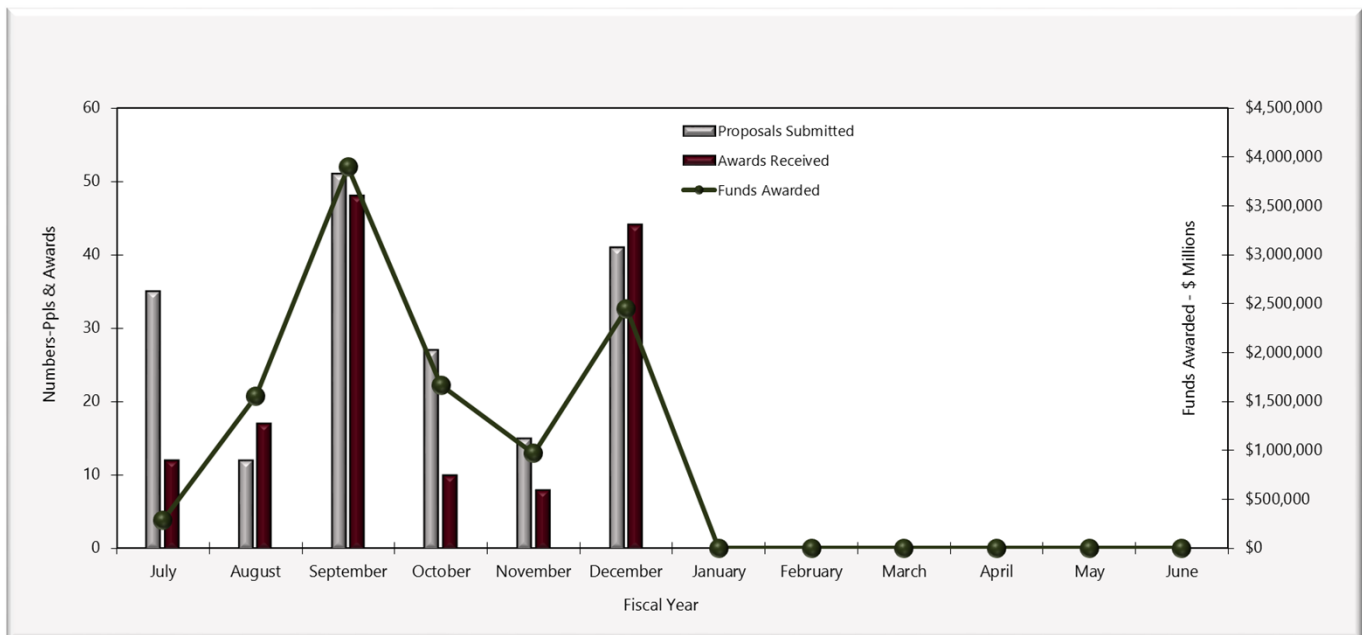
RESULTS

As of the end of December the University has submitted 181 proposals for support of University-based projects. To date, 139 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$10.8 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 2017	% Change from FY 2016
Proposals Submitted	181	-7%
Funds Requested	\$21,088,027	-42%
Named Investigators	84	-7%
Grants & Contracts Awarded	139	-13%
Funds Awarded	\$10,820,835	-37%

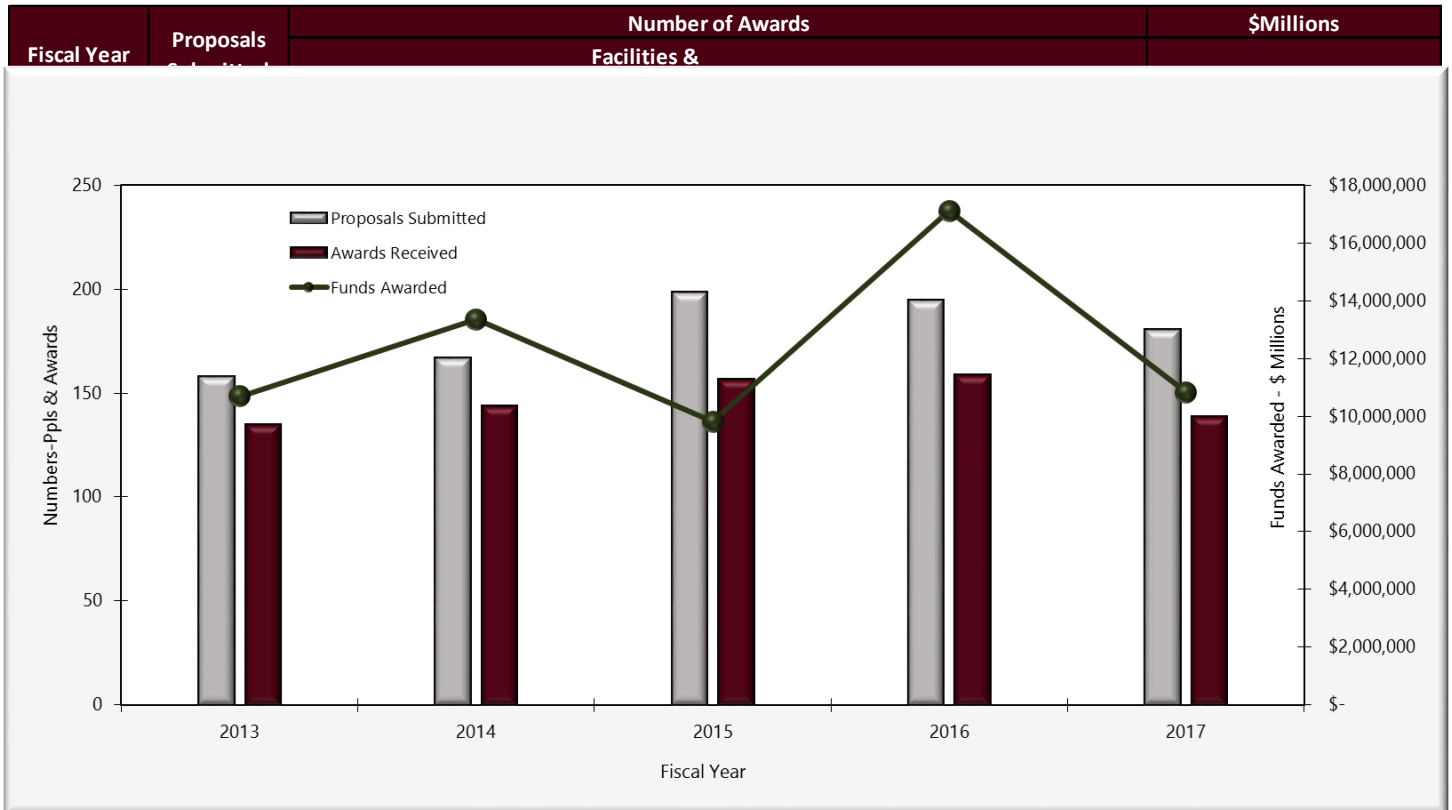
External funding activity so far in FY 2017:

Month	Proposals Submitted	Total Awards	Dollars Awarded
July	35	12	\$284,631
August	12	17	\$1,556,009
September	51	48	\$3,896,231
October	27	10	\$1,667,189
November	15	8	\$969,066
December	41	44	\$2,447,709
January	0	0	\$0
February	0	0	\$0
March	0	0	\$0
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	181	139	\$10,820,835



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of December (FY 2013 - FY 2017)



Grant and contract activity for FY 2017, through December:

Missouri State University FY 17 Grant/Contract Activity by Unit

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Admin & Info Services	1	0	0	0	1	0	\$ -	1	0	\$ -
College of Arts & Letters	0	2	0	3	3	3	\$ 506,784	1	2	\$ 506,784
Center for Dispute Resolution	0	1	0	1	2	2	\$ 21,573	2	2	\$ 21,573
Center for Writing in College, Career, & Community	2	1	2	1	9	9	\$ 154,294	6	5	\$ 154,294
College of Business	0	1	0	1	2	2	\$ 783,664	3	2	\$ 783,664
Center for Project Innovation & Management	0	1	0	0	1	0	\$ -	1	0	\$ -
College of Education	3	11	3	4	19	11	\$ 529,636	12	11	\$ 529,637
Institute for Play Therapy	1	0	1	0	1	1	\$ 400	1	1	\$ 400
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
Southwest Regional Professional Development Center	3	1	2	1	6	5	\$ 1,232,280	5	4	\$ 1,232,280
College of Health & Human Services	6	10	1	10	24	18	\$ 776,140	17	17	\$ 782,314
Center for Research & Service	0	1	0	0	1	0	\$ -	1	0	\$ -
College of Humanities & Public Affairs	1	5	1	3	7	5	\$ 24,988	5	2	\$ 35,011
Center for Archaeological Research	2	1	2	1	7	7	\$ 65,306	5	5	\$ 65,305
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	36	1	12	56	19	\$ 456,831	47	16	\$ 438,482
Bull Shoals Field Station	0	1	1	1	2	4	\$ 45,241	2	3	\$ 45,241
Center for Resource Planning & Management	4	1	3	1	11	11	\$ 576,866	7	7	\$ 576,866
Ozark Environmental Water Research Institute	1	1	1	1	8	8	\$ 109,876	4	4	\$ 115,702
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	0	0	0	0	0	0	\$ -	0	0	\$ -
President	1	0	0	0	1	0	\$ -	1	0	\$ -
Provost	2	0	1	1	2	2	\$ 578,164	2	2	\$ 578,164
Ozarks Public Health Institute	0	1	0	1	7	5	\$ 145,929	6	4	\$ 142,255
Research & Economic Development	4	0	4	0	12	12	\$ 1,362,294	10	10	\$ 1,362,294
Center for Applied Science & Engineering	3	0	4	0	8	9	\$ 1,100,025	4	5	\$ 1,100,025
Center for Biomedical & Life Sciences	0	1	0	1	11	9	\$ 220,967	11	9	\$ 220,967
International Leadership & Training Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	1	0	1	0	5	5	\$ 561,981	5	5	\$ 561,981
Small Business Development & Technology Center	1	0	1	0	5	4	\$ 12,106	5	4	\$ 12,106
Southwest Missouri Area Health Education Center	1	0	1	0	2	2	\$ 61,635	2	2	\$ 61,635
College of Agriculture	0	4	0	8	7	12	\$ 418,883	5	7	\$ 418,883
Center for Grapevine Biotechnology	0	1	0	1	1	1	\$ 57,580	1	1	\$ 57,580
Mid-America Viticulture & Enology Center	1	0	1	0	2	2	\$ 190,249	2	2	\$ 190,249
Student Affairs	0	0	2	0	0	3	\$ 571,317	0	3	\$ 571,317
West Plains	4	2	2	1	7	4	\$ 255,827	7	4	\$ 255,827
TOTAL	44	83	35	53	230	175	\$ 10,820,835	181	139	\$ 10,820,835

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

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

X.A.

REPORT TO BOARD OF GOVERNORS

FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER

Submitted for Board of Governors Meeting (February 3, 2017)

Post-Climate Study Activity

Diversity & Inclusion Implementation Strategy Workgroup continuing to meet to finalize implementation plan that also addresses study findings, along with 2016-2017 Action Plan.

Difficult Dialogues Series

NO UPDATE.

President's Councils on Diversity

NO UPDATE

Scholar 2 Scholar Program

2016-2017 program started with 8 faculty members and 9 students participating in the research collaborations (300% increase from pilot of 2 faculty & 3 students).

(Primary Contact: Diversity Fellow - Dr. Jamaine Abidogun).

Faculty Mentoring Program

DDI faculty mentoring program referred to Provost/Associate Provost for Diversity for continued development and implementation. Education Preparation Provider (EPP) Diversity Committee developing university-wide faculty mentoring program concept.

Lumina Project 2025 Diversity "Train the Trainer" Program

The MSU "Train the Trainer" team is now conducting Cultural Consciousness in the Classroom" professional development sessions for MSU faculty/staff during Fall 2016 and Spring 2017 semesters. First cohort of 20 GEP faculty trained on 8/10/2016 and second cohort of 15 GEP instructors and/or existing faculty participated on 11/4/2016. First Spring 2017 semester training held on 1/12/2017 with 17 attendees participating. Dr. Jamaine Abidogun; Dr. Bret Cormier; Professor Lyle Q. Foster; Juan Meraz, Assistant VP for Diversity; Tracey Glaessgen, Assistant Director, First Year Programs; and CDO W. Pratt is presenter and facilitator for sessions.

Inclusive Instruction for Diversity Mini-Workshops-

No update.

Greater Missouri Higher Education Recruitment Consortium (GM-HERC)-

MSU membership via DDI, HR and Provost.

Interfaith Diversity Taskforce-

Participating in planning meetings with campus stakeholders in development of strategic plan for interfaith spiritual center for MSU.

Planning for Interfaith Youth Core founder Eboo Patel visit and presentations on interfaith collaboration at MSU in September 2017 to students, administrators and interfaith community advocates.

Collaborative Diversity Conference

Plan to continue with initial planning committee and sponsorship subcommittee developing conference for April 19-21, 2017 on campus at PSU.

Missouri Diversity Officers in Higher Education (MODOHE)

CDO and AVPDI attended Inaugural Meeting of MODOHE at UMKC on October 23-24, 2016. MODOHE to have quarterly meeting at Collaborative Diversity Conference each year.

Chief Diversity Officer/Assistant to President H. Wes Pratt Meetings, Events and Activities (December 15, 2016 to January 30, 2017):

Chief Diversity Officer/Assistant to the President H. Wes Pratt was awarded the first-ever Biz 417 Breakthrough Award in January for his work in creating more inclusive and diverse workplaces in the Springfield community.

Attended Governor-elect Greitens "Thank You" reception at MSU Welcome Center at 5:30 P.M.

Chaired initial Transition Support Program meeting on January 6, 2017

Attended and participated in Retention Initiative Coordination Meeting, January 9, 2016.

Attended Staff Recognition Luncheon on June 11, 2017.

Chaired Transition Support Program planning meeting on January 17, 2017.

Participated in Eboo Patel, interfaith Youth Core visit & presentation planning meeting on January 17, 2017.

Meeting with MIB reps, SPS Superintendent John Jungmann and COO Carol Embree re: school bond and community issues on January 19, 2017.

Attended luncheon meeting with MIB Executive Director & Dean of MSU Graduate College re: collaborative partnership.

Chaired MIB Executive Board meeting on January 19, 2017.

Speaker at Community Prayer Session at Diversity Center on January 20, 2017 at 9:00 A.M.

Attended American Association of Colleges & University (AACU) Annual Meeting and “Inclusive Excellence” in Education Symposium, January 25-28, 2017 in San Francisco, CA.

Attended “My Story, My Statement” Gallery Opening at Blair-Shannon Grand Lounge on 12/31/2017.

Assistant VP Juan Meraz for Diversity (AVPD&I) Meetings, Events and Activities:

Planning “Lunch – N – Learn” diversity sessions with Cox Health Branson Team in March to include new international team members.

Developing diversity training follow-up session with Cox Health Nursing Leadership Team Springfield (Date TBD by Cox Health).

Securing sponsorships for Collaborative Diversity Conference including City of Springfield; William Jewell College. Continuous outreach and connection with corporate partners for the Collaborative Diversity Conference. Weekly follow up by e-mail and phone to current and future corporate partners.

Continue to book sessions(s) and discussion(s) with the Springfield Convention and Visitors Bureau. Next session 2/9/2017.

Continuous work with Springfield Public Schools on developing outreach to Latino students as part of the Lumina Grant. Working to connect our Missouri State University Latino students with Springfield High School Latino students to build a pipeline to higher education as part of the 2025 Visioning Process.

Leading the Diversity MODES Team reorganization and focus on “tough talks” and developing inclusive environments for all member campuses. Working on outreach to SBU to get them re-connected. Next meeting: Thursday February 16, 2017 at Evangel University Campus in the Student Union, Fireside Room at 3:30 p.m.

Co-Chairing the Public Entities Performance Measure Subcommittee with our re-organizational meeting on Thursday January 12, 2017 where we shared the committee’s mission with the new members and planned meeting Thursday, February 2, 2017 at 3:00 p.m. in the City Utilities Conference Room with the entire Diversity Committee meeting scheduled for Friday, February 24, 2017 at 1:30 p.m. in the City Utilities Conference Room.

Serving as Treasurer for MIB. Executive Board Meeting is scheduled for Thursday, January 26, 2017 at 5:30 p.m. in the e-Factory Conference Room.

Serving on the General Education Diversity Committee with plan to review General Education courses for diversity content and cultural competence content. Initial November 3, 2016 with follow up meetings in January, February and March 2017. A preliminary report will be delivered to Faculty Senate for review at their March 2017 Session.

Third GEP 101 Faculty Training “Cultural Consciousness in Classroom” Session held January 12, 2017. Help to facilitate diversity and inclusion techniques and concepts to assist our faculty be prepared for our changing demographics and environment.

“Scholar to Scholar” meetings with my mentee Yolanda Salas. We are developing a scholarly peer reviewed journal with Franklin Publishing to share Latino Student Success Stories at MSU. Also, working with Juan Enriquez on a Latino Male Mentoring Model, Kelly Alvarado on a Science Focus Mentoring model, and Jasmine Tapia on a Law School Preparation Development Model and connecting her with Judge Bough and key leaders at UMKC Law School.

Serve on the Student Success Committee – working to develop strategic plan to increase retention and graduation rates for Missouri State University. We are planning on a First Generation Conference on October 6, 2017.

Serve on the Assessment Council – we review all assessment requests as well as all data having to do with our public affairs mission. Next meeting: January 24, 2017.

Working on “Meet and Greet” networking with Multicultural Scholars, first generation, City of Springfield Workforce Development and local businesses, corporations and public entities. Planning session w/ Director Mary Ann Rojas week of January 23, 2017.

Springfield Public Schools collaboration for presentations to Latino Middle School Students on success strategies. Meetings scheduled week of February 6, 2017 with three area Middle Schools.

Completed follow up session with Cox Health Branson Nursing Leadership Team on Monday, November 14, 2016. Group would like a follow up Lunch – N – Learn in the spring to include new international team members.

Planning follow up session with Cox Health Nursing Leadership Team Springfield with date to be determined by Cox Health Center.

Continue to book sessions and discussions with the Springfield Convention and Visitors Bureau. Next session is scheduled for January 12, 2017 at 11:30 a.m. at the SCVB.

Continuous work with Springfield Public Schools on developing outreach to Latino students as part of the Lumina Grant. Working to connect our Missouri State University Latino students

with Springfield High School Latino students to build a pipeline to higher education as part of the 2025 Visioning Process.

Leading the *Diversity MODES* Team in reorganizing and focusing on “tough talks” and developing inclusive environments on campus.

Co-Chairing the *Public Entities Performance Measure Subcommittee* (and along with CDO as member) engaging in re-organizational meeting on Thursday November 3rd.

Serving as the Treasurer for Minorities in Business (MIB).

Serving on search committee for the Manager of Emergency Preparedness position. Phone interviews conducted November 18, 2016.

Serving on the *General Education Diversity Committee* with the plan to review General Education courses for diversity content and cultural competence content. Initial committee meeting held November 3, 2016 and meetings scheduled in January, February and March 2017. A preliminary report to Faculty Senate for review in March 2017.

Continuous GEP 101 “Cultural Consciousness in the Classroom” Faculty Training Sessions with next session scheduled for January 12, 2017. Help to facilitate diversity and inclusion techniques and concepts to assist faculty.

Continuous outreach and connection with corporate partners for the Collaborative Diversity Conference.

Scholar to Scholar meetings with student mentees and developing various mentor models for said mentees.

Serve on the Student Success Committee – working to develop strategic plan to increase retention and graduation rates for Missouri State University.

Serving on the Assessment Council – we review all assessment requests as well as all data having to do with our public affairs mission.

Developing a “Meet and Greet” reception event with local business/corporate employers and historically underrepresented MSU students with partners DDI, Multicultural Scholars and City of Springfield and the Workforce Development Department.

Associate Provost for Diversity Gilbert Brown Activity Report (December 2016):

Faculty Search	College	Department	Tenure-track	Academic Administration
Yes	COALs	Psychology	Two positions	Department

				Head
Yes	COE	RFT		

Teaching

Topic: Institutional diversity in the American Higher Education System, Hainan University, Haikou, Hainan Island, China, December 5-16.

Campus-Wide Programming

- African American Think Tank
- Spring Planning meeting
- Programming Consultant with First National Student Organization about 2017 Pow Wow.

Submitted by:

H. Wes Pratt, J.D
Assistant to the President/Chief Diversity Officer
January 19, 2017

XI.A.

REPORT BY STUDENT BODY PRESIDENT

Mr. Adam Coffman, President of the Student Body, will make a report to the Board of Governors.

Student Affairs Report
Missouri State University Board of Governors
February 3, 2017

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:

- We opened the semester (spring 2017) with 20,532 students- up 597 (3.0%) over 2016. The credit hour total is 234,718, -up 5,430 (2.4%). Of course, our spring semester enrollment is primarily driven by students who are returning from the fall semester or a previous semester.
- Enrollment of undergraduate degree-seeking students is 15,551, up 347 (2.3%).
- Enrollment of graduate students is 3,147, down 41 (1.3%).
- Enrollment of new undergraduates is down slightly in all categories, while enrollment is up slightly in new graduate students. Overall, we have 1,140 new students, down 45 (3.8%).
- Enrollment of students in underrepresented groups by race/ethnicity is 2,589, up 180 (7.5%).
- Enrollment of international students is 1,224, down 91 (6.9%).
- Enrollment in the age 18-24 category is 16,251, up 803 (5.2%), while enrollment of students age 25 is 4,281, down 206 (4.6%).
- The number of credit hours generated by online classes is 35,377, up 4,210 (13.5%). This accounts for more than three-fourths of the total credit hour increase.
- Veteran Student Services has moved into beautiful new, remodeled space in the Library. A generous donor has pledged \$100,000 to help provide programs and services to our veteran students.
- Presidential Scholarship Interviews were held on Saturday, January 21st where 266 students were invited to participate in the day-long interview activities. The Presidential Scholarship is Missouri State University's most valuable academic merit scholarship, worth up to \$50,000 over a four-year period. The University is prepared to offer up to 35 of these scholarships to students entering in fall 2017. In order to qualify for consideration, applicants must have an ACT score of 30 or higher and a high school GPA of 3.90 or higher. Qualified candidates complete a supplementary application, an essay outlining their academic interests and goals, and an on-campus interview with faculty members and current Presidential Scholars.

Residence Life, Housing and Dining:

- Alisa Garbisch, Assistant Director of Residence Life, was recognized with the Staff Excellence in Community Service Award and the 24th Annual Service Awards and Appreciation Program.
- Residence Life has completed phase I of the CAS review, collecting and organizing the required documents, and presented to an internal review committee on January 19. The next step is to select an external review team from outside the university, consisting of Student Affairs professionals prominent in their careers, from other universities to review the report and provide a final summary of areas that need improvement and or recognition of work well done and practices that support student success.

Dean of Students Office:

- Sixty-three (63) students attended our Thursday, January 12, 2016 SOAR (Student Orientation, Advisement, and Registration) session. Forty-four were scheduled to attend Friday's session, which was canceled due to inclement weather. All registered students were sent instructions for completing advisement and registration processes and encouragement to visit New Student and Family Programs staff for further assistance.
- The Plaster Student Union has developed a new strategic plan for 2017-19. Within the plan are four strategic directions geared towards marketing, facility review, staff development and future planning.
- The Dean of Students Office Behavioral Intervention Team met with 49 individual students in fall 2016, on issues ranging from disruptive classroom behavior, suicidal ideation, to personal/mental health issues impeding academic success. Out of those 49 high-risk students, 68% are enrolled in the spring 2017 semester.

Plaster Student Union:

- Fraternity and Sorority Life (FSL) now has 3,259 student members (a 20% increase of 558 students from the Spring 2016 semester)
- The Fraternity and Sorority Life Grade Point Average (GPA) of 3.13 is above the campus GPA of 3.08
- \$75,950.04 was donated to charitable organizations by our fraternities and sororities (an average of \$15.73 per member).
- 2,245 items were donated to local organizations such as Rare Breed, The Kitchen, Boys and Girls Club, etc.
- 32,131.73 service hours were completed by fraternity and sorority members (an average of 6.82 hours per member)
- “Winter Organization Fest” highlights student involvement opportunities taking place January 31-February 3.
- Transfer Student Resource Fair was held on Thursday, January 19th. This is a new program geared specifically for our new transfer students.
- Student Activities Council Winter Week was held on January 18-25th.
- Traditions Council sponsored “Rave in the Cave” basketball pep rally, Thursday, January 19th 7:00 p.m.

Counseling Center:

- The Missouri State Counseling Center staff counseled 646 individual students during the fall 2016 semester and provided a total of 1750 counseling sessions. Of the sessions provided, 109 were crisis counseling sessions. This is an unprecedented number of students and counseling sessions provided for Missouri State during any one semester. Primary student concerns continue to be anxiety, depression, relationship concerns, suicide ideation and substance abuse.

Disability Resource Center:

- The Disability Resource Center coordinated/administered 44 exams during finals week, implementing numerous accommodations.
- Disability Resource Center staff presented to the West Plains campus on “Disability on Campus.” The presentation discussed Center philosophy as well as items related to the Section 508 refresh and shared tips on how to check to ensure documents and PowerPoint slides are accessible.

Multicultural Services:

- Students collected cold weather accessories (hats, gloves, scarves) at the *MLK Jr. March and Celebration* on January 16th. Supplies will be distributed to community elementary school children in need.
- Staff conducted an outreach effort to 302 underrepresented students that were enrolled in the fall but had not reenrolled for the spring. Personal calls, texts, emails, and social media was used to reach students. Many students just needed someone to reach out to them (either answer a question or provide them with support), in order to help facilitate their registration for the spring.

Taylor Health and Wellness Center:

- The Missouri State University Student Wellness program was honored as a White House Healthy Campus on January 13, 2017. This award was presented during a ceremony at the White House. Ms. Jerilyn Reed of Taylor Health Center represented Missouri State University at this ceremony.

MSU Bookstore:

- The Bookstore completed the transfer of over \$9,000 to the Emergency Scholarship Fund. These funds were generated from the proceeds of the *Be-a-Bear* Shirt sales in 2016. The 2017 *Be-a-Bear* shirt will be introduced in March.
- The Bookstore staff continue to get acclimated with our new POS system, the e-Commerce processes and website.

Respectfully submitted by,

Dr. Dee Siscoe
Vice President for Student Affairs

XII.A.

Marketing and Communications Report
Missouri State University Board of Governors
February 3, 2017

MarCom updates since the December 15, 2016 meeting

Brand Refresh Roll-out

We continue the roll-out of the brand refresh to the campus.

- January -- begin creating a sub-brand for the alumni and the Foundation organizations in partnership with Ologie. This is expected to be a 3-4 month project.

XIII.A.

REPORT FROM STAFF SENATE

Mr. Ryan Wilson, Chair of the Staff Senate, will make a report to the Board of Governors.

**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		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 16	4,513	\$285,639	208	\$1,152,815	4,721	\$1,438,454	23,759	\$4,480,776	FY 16
	FY 17	4,449	\$273,733	197	\$1,227,309	4,646	\$1,501,042	25,657	\$4,548,870	FY 17
Special Campaigns	FY 16	81	\$9,257	29	\$759,268	110	\$768,525	1,157	\$1,716,302	FY 16
	FY 17	52	\$10,545	25	\$1,944,903	77	\$1,955,448	685	\$3,208,299	FY 17
One Time Gifts	FY 16	0	\$0	16	\$3,642,338	16	\$3,642,338	54	\$4,202,569	FY 16
	FY 17	0	\$0	17	\$78,686	17	\$78,686	59	\$2,748,096	FY 17
TOTALS	FY 16	4,594	\$294,896	253	\$5,554,421	4,847	\$5,849,317	24,970	\$10,399,647	FY 16
	FY 17	4,501	\$284,278	239	\$3,250,898	4,740	\$3,535,176	26,401	\$10,505,265	FY 17

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2016 TO 12/31/2016

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2016 TO 12/31/2016	TOTAL 7/1/2015 TO 12/31/2015
G I F T S						
ALUMNI	\$65,349	\$1,435,286	\$651,428	\$23,155	\$2,175,219	\$2,119,103
FRIENDS	8,333	2,271,456	374,856	21,101	\$2,675,746	1,756,924
PARENTS	2,610	82,214	29,145	955	\$114,924	90,414
FOUNDATIONS	3,700	603,536	92,500	0	\$699,736	230,382
ORGANIZATIONS	5,470	1,015,700	272,344	4,400	\$1,297,915	3,807,075
BUSINESSES	8,739	1,797,885	54,540	1,680,562	\$3,541,726	2,395,748
GIFT TOTAL	<u>\$94,201</u>	<u>\$7,206,077</u>	<u>\$1,474,814</u>	<u>\$1,730,173</u>	<u>\$10,505,265</u>	<u>\$10,399,647</u>

	NUMBER OF DONORS 7/1/2016 TO 12/31/2016	NUMBER OF DONORS 7/1/2015 TO 12/31/2015
ALUMNI	4,589	4,852
FRIENDS	8,011	8,057
PARENTS	1,100	1,179
FOUNDATIONS	31	31
ORGANIZATIONS	98	82
BUSINESSES	538	674
TOTAL	<u>14,367</u>	<u>14,875</u>

XVI.A.

RECOMMENDED ACTION – Review Proposed Revisions to G1.01-4, Bylaws of the Board of Governors, Article IV: Committees.

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

WHEREAS, Article IV of the Bylaws of the Board of Governors (“Bylaws”) currently contemplates only one (1) permanent, standing committee of the Board;

WHEREAS, the Board of Governors (“Board”) desires to establish the Audit and Risk Management Committee, the Finance and Facilities Committee, and the Programs and Planning Committee as additional permanent, standing committees with specified charters, which establishment requires revisions to Article IV of the Bylaws;

WHEREAS, Article IV of the Bylaws currently provides that, with the exception of the Executive Committee, all Board committees are to be non-voting except for purposes voting in order to close a committee meeting as authorized by the Missouri Open Meetings and Records Law;

WHEREAS, the Board desires to revise Article IV of the Bylaws in order to permit Board committees to vote to make recommendations to the entire Board;

WHEREAS, the Board desires to revise Article IV of the Bylaws in order to confirm that any question coming before any Board committee may be taken in person, by telephone, or by email; and

WHEREAS, the desired revisions are set forth in the proposed revisions to G1.01-4, Bylaws of the Board of Governors, Article IV: Committees, attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that G1.01-4, Bylaws of the Board of Governors, Article IV: Committees, be revised as set forth in the attached document.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Please see the proposed revisions to G1.01-4, Bylaws of the Board of Governors, Article IV: Committees, which is attached hereto.

Article IV: Committees

G1.01-4 Article IV: Committees

Section 1. Standing Committees

The following committees are established as permanent, standing committees of the Board of Governors:

- a. Executive Committee: When the Board of Governors is not in session, the Executive Committee shall have the powers of the Board to take such action as the Executive Committee may deem to be in the best interests of the University, provided, however, that such action shall be in accord with the provisions of these Bylaws, and not in conflict with the standing rules and regulations of the Board. No later than 24 hours prior to the Executive Committee meeting, all action items shall be listed on the Executive Committee agenda with sufficient specificity to notify all Board members of the matters to be taken up at the meeting. Any voting member of the Board of Governors may remove an item from the Executive Committee agenda and have that item considered by the entire Board by notifying the Chair of the Board or the Secretary of the Board prior to the commencement of the Executive Committee meeting. If an item is not specifically listed on the agenda, no action will be taken at the Executive Committee meeting. A complete record of all actions of the Executive Committee shall be kept by the Secretary of the Board, and a copy of such records shall be submitted to each member of the Board monthly. Actions of the Executive Committee may be ratified, approved or modified at the next regularly scheduled meeting of the Board, but any modification thereof shall be prospective only. Concurrence of three members shall constitute action of the Committee.
- b. Audit and Risk Management Committee: The Audit and Risk Management Committee shall be charged with overseeing the University's audit, compliance, and risk management operations. Specifically, the Audit and Management Committee shall be responsible for: (i) monitoring external audits; (ii) directing and receiving work of the University's Internal Auditor; (iii) receiving reports of all NCAA and NJCAA audits; (iv) overseeing the University's enterprise risk management efforts; and (v) following up on major risk management issues and concerns on behalf of the Board of Governors as a whole. The Audit and Risk Management Committee will receive information and proposed policies from the University's administration, and discuss and develop recommendations for consideration by the Board as a whole.
- c. Finance and Facilities Committee: The Finance and Facilities Committee shall be charged with overseeing the University's financial condition, and ensuring that the University's budget, fee

schedule, assets, infrastructure, and financial obligations are aligned with the University's strategic objectives. The Finance and Facilities Committee will receive information and proposed policies from the University's administration, and discuss and develop recommendations for consideration by the Board as a whole.

d. Programs and Planning Committee: The Programs and Planning Committee shall be charged with overseeing the University's strategic initiatives including, without limitation, the University's academic and co-curricular programs and offerings. The Programs and Planning Committee will receive information and proposed policies from the University's administration, and discuss and develop recommendations for consideration by the Board as a whole.

Section 2. Appointment of Additional Committees

In addition to the standing committees set forth in Section 1, above, tThe Chair of the Board of Governors ~~shall~~ may appoint such other committees as are deemed necessary to the proper conduct of the functions and duties of the Board.

Section 23. Committee Membership

- a. Executive Committee: The Board member selected to be Chair of the Board for the next calendar year, subject to the approval of the Board, shall appoint from the Board an Executive Committee of three (3) members and may fill vacancies at any time. The Chair of the Board shall be an *ex-officio* member of the Committee and may vote in the absence of any one of the Committee members. Such Executive Committee members shall be appointed and approved at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one-year terms, beginning January 1st of the following year. Executive Committee members shall hold office until their successors have been duly appointed, and may be reappointed for successive terms.
- b. Membership of All Other Committees: Except with respect to membership on the Executive Committee, which is governed by Section 3.a., above, membership on all other Board committees shall be appointed by the Chair at the meeting in which officers are elected, or as soon thereafter as reasonably possible. Committee members will be appointed for one-year terms, but shall hold office until their successors have been duly appointed, and may be reappointed for successive terms.
- c. With the exception of the Executive Committee, mMembership on ~~such~~ Board committees need not be confined to ~~membership on~~ members of the Board.

d. The Chair of the Board and the President of the University shall be *ex officio* members of all committees of the Board.

Section 34. Committee Powers

Each ~~such committee~~committee of the Board shall be delegated such authority as set forth throughout this Article IV and/or by specific resolution of the Board as the Board deems appropriate to carry out the objects of such committees,~~but in-. Notwithstanding the foregoing, with the exception of the Executive Committee, whose powers and limitations are set forth in Section 1, above, no committee~~no event shall have power to bind the Board to any contractual obligation or to establish policy for the University,~~except in the case of the Executive Committee whose powers and limitations are outlined in Section 5, below.~~

Section 45. Committee Meetings

- a. Meetings of ~~such appointed~~Board committees will be held as determined by the committee chair. All such meetings will be held in compliance with the Missouri Open Meetings statutes.
- b. With the exception of the Executive Committee, cCommittees shall be non-voting except that a committee may (i) vote to close its meeting by an affirmative public vote of a majority of a quorum of the committee as authorized by the Missouri Open Meetings Statutes; and (ii) vote to make a recommendation to the entire Board by an affirmative vote of a majority of a quorum as authorized by the Missouri Open Meetings Statutes.
- ~~c. Committees, except the Executive Committee, shall be appointed by the Chair at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one-year terms and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. Such committees will receive information and proposed policies from the administration, and discuss and develop suggestions for the Board as a whole. Matters shall be presented to the Board as a whole through the respective Vice-President/Provost as an agenda item for consideration of the Board at a regularly or specially called Board meeting. Committees will~~are intended to provide an opportunity for members of the administration and Board of Governors to engage in review and analysis that would normally not be practical within the constraints of a meeting of the Board as a whole, and will thus serve to both expedite and facilitate the meeting of the Board as a whole.
- ~~e.~~d. The vote of any members on any question coming before any Board committee may be taken in person, by telephone, or by email.

Section 5. Executive Committee

The Board Member selected to be Chair of the Board for the next calendar year, subject to the approval of the Board, shall appoint from the Board an Executive Committee of three members and may fill vacancies at any time. The Chair of the Board shall be a member ex officio of the Committee and may vote in the absence of any one of the Committee members. Such Executive Committee members shall be appointed and approved at the meeting in which officers are elected, or as soon thereafter as reasonably possible, for one year terms, beginning January 1st of the following year, and shall hold office until their successors have been duly appointed, and may be reappointed for successive terms. When the Board of Governors is not in session, the Executive Committee shall have the powers of the Board of Governors to take such action as the Executive Committee may deem to be in the best interests of the University, provided, however, that such action shall be in accord with the provisions of these Bylaws, and not in conflict with the standing rules and regulations of the Board. No later than twenty four hours prior to the Executive Committee meeting, all action items shall be listed on the Executive Committee agenda with sufficient specificity to notify all Board members of the matters to be taken up at the meeting. Any voting member of the Board of Governors may remove an item from the Executive Committee agenda and have that item considered by the entire Board by notifying the Chair of the Board or the Secretary of the Board prior to the commencement of the Executive Committee meeting. If an item is not specifically listed on the agenda, no action will be taken at the Executive Committee meeting. A complete record of all actions of the Executive Committee shall be kept by the Secretary of the Board, and a copy of such records shall be submitted to each member of the Board monthly. Actions of the Executive Committee may be ratified, approved or modified at the next regularly scheduled meeting of the Board, but any modification thereof shall be prospective only. The vote of any members on any question coming before the Committee may be taken in person, by telephone, email or letter. Concurrence of three members shall constitute action of the Committee.

MSU Board of Governors Meeting February 3, 2017

Discussion Topic: Focus on First Generation Student Success

Background

In 2012-2014 members of the provost, advisement, and enrollment management staff began looking at specific data, especially NSSE and other reports, that indicated our first generation students had a large retention and graduation gap compared to non-first generation students. Nationally, first generation students have lower rates of enrollment in college, retention after freshman year, and 5-6 year graduation rates. First generation students at MSU are defined as coming from a family where either parent has not completed a bachelor's degree and typically the proportion of first generation students of a class entering MSU is about 35%. In May 2014 at an Enrollment Management Meeting, President Smart shared an article about first generation students who were struggling in college. Our own numbers indicated a 10-12% gap in retention between first generation and continuing generation students. We decided to create an intentional program to support our first generation students. So, we designated eight sections of our required freshmen course (GEP 101) with only first generation students in them (and organized by college of their major). GEP 101 is a required first year seminar course that all first time new in college students take in the fall (100 sections offered each fall). At the same time, a Provost Fellow for Student Success was named (Dr. Kelly Wood) and she agreed to focus on GEP 101 and first generation students for the fall 2014 semester. We selected students to enroll in these sections, found faculty to teach them, and conducted a day long training session for faculty to focus on first generation needs. These events led us to embark on a 3-year project to improve retention and student success for first generation students. Results are presented in the next section.

Results of First Generation Student Project

The goal of the project is to improve the success of first generation students in their transition to MSU. We started with a simple plan—enroll groups of first generation students in designated sections of GEP 101. We didn't change the content of the course for the students, but we paid attention to transitioning them to college and generally helping them succeed in their first semester (e.g. college jargon, talking with family/friends about ups and downs, financial literacy, and how to make it in college).

When we started this program, our first generation student retention was 68.5%, which translated into a 12.4% gap in retention. Our fall 2014 to fall 2015 retention for those enrolled in first generation GEP 101 sections improved to 72%, reducing the retention gap for those specific students. Our 2nd year of the program is showing even more improvement in their retention rates, and further reduced the gap. The fall 2015 to fall 2016 cohort had an 80% return rate to MSU, higher than the rest of students in GEP 101 (see tables that follow).

We are tracking the fall 2014 student retention into their 3rd year, and for those students, they have a 65% retention rate into their junior year, which is the same as all other students from fall 2014. It's important to note that the 65% persistence rate is 10% higher than other first gen students who started in 2014.

The data are clear--having designated sections of GEP 101 that focus on the needs of first generation students, with trained faculty, make a difference in student retention to the 2nd and 3rd years. We will continue this program and increase the number of designated sections of GEP 101 that are first generation focused.

The strong results of this program give us the opportunity to develop more ways to support first generation students and for the university to be leaders in this area. For instance, in fall 2017 we are hosting a conference on best practices in first generation student programming and advising so other institutions in Southwest Missouri can learn from our successes.

Questions for Reflection:

1. What's the nature of first generation students that requires us to work with them holistically?
2. How do we capitalize on lessons learned with first generation student to help all other MSU students to succeed?
3. How does supporting first generation students help achieve university goals and support statewide and national agendas for higher education completion?

GEP 101 & First Generation Student Pilot Program *Summary Results*

	FALL 13-14	FALL 14-15 1 st year Pilot	FALL 15-16 ⁺ 2 nd year Pilot
First Generation Student Retention	68.5%	72% (224 enrolled)	80.6% (176 enrolled)
			78.4% (144 enrolled)*
All Other Students	80.9%	77% (2275 enrolled)	76.5% (2594 enrolled)
Retention Gap	-12.4%	-5%	+4%

+see page 2 for details

**Based on feedback, we included sections that were college focused with first gen and non first gen students*

Course_Term				Fall 2015		Fall 2016
Course_ID	Section Type	1st_Gen_Indicator	Race_Ethnicity	Term1_Census	Term2_Reg'd	Retention
GEP101						
	First Gen Sections (6)			176	142	80.68%
		First Generation Stdts		157	126	80.25%
			Asian	1	1	100.00%
			Black or African American	10	8	80.00%
			Hispanic or Latino	4	4	100.00%
			More than one race	5	4	80.00%
			Not a US Citizen	1	0	0.00%
			White or Caucasian	136	109	80.15%
		Not First Generation		13	11	84.62%
			More than one race	1	1	100.00%
			White or Caucasian	12	10	83.33%
		Unknown		6	5	83.33%
	College Sections (5)			144	113	78.47%
		First Generation		34	24	70.59%
			American Indian or Alaskan Native	1	0	0.00%
			Asian	1	1	100.00%
			Black or African American	2	1	50.00%
			Hispanic or Latino	1	1	100.00%
			White or Caucasian	29	21	72.41%
		Not First Generation		103	84	81.55%
			Asian	3	2	66.67%
			Black or African American	1	1	100.00%
			Hispanic or Latino	2	1	50.00%
			More than one race	3	3	100.00%
			Native Hawaiian or Other Pacific Isl	1	1	100.00%
			White or Caucasian	93	76	81.72%
		Unknown		7	5	71.43%
	All Other Sections Combined (96)			2594	1975	76.17%
		First Generation		855	587	68.65%
			American Indian or Alaskan Native	3	1	33.33%
			Asian	16	11	68.75%
			Black or African American	89	63	70.79%
			Hispanic or Latino	44	29	65.91%
			More than one race	31	19	61.29%
			Not a US Citizen	3	0	0.00%
			Unknown	1	0	0.00%
			White or Caucasian	668	464	69.46%
		Not First Generation		1520	1224	80.58%
			American Indian or Alaskan Native	6	6	100.00%
			Asian	21	17	80.95%
			Black or African American	52	41	78.85%
			Hispanic or Latino	42	32	76.19%
			More than one race	60	53	88.33%
			Unknown	8	7	87.50%
			White or Caucasian	1331	1068	80.30%
		Unknown		219	164	74.89%
Total by COLUMNS				2914	2230	76.55%

2nd Year Program Summary 2015-2016:
 First Generation Section Retention: 80.25%
 College Only Section Retention: 78.47%
 All Remaining Combined: 76.17%

First Generation Students NOT enrolled in a designated GEP 101 section: 68.65%

What's next: Increase first generation and college student designated sections of GEP 101 to improve overall first generation student retention.



First-time New in College Profile

First Generation Only

Census	Fall 2016		Fall 2015		Fall 2014	
	Headcount	% of Total	Headcount	% of Total	Headcount	% of Total
Total Students:	1,109		1,113		898	
Student Class **:						
Freshman	1,064	95.9%	1,070	96.1%	872	97.1%
Sophomore	39	3.5%	40	3.6%	23	2.6%
Junior	6	0.5%	3	0.3%	3	0.3%
College of Major:						
Business	200	18.0%	209	18.8%	171	19.0%
Humanities & Public Affairs	64	5.8%	71	6.4%	43	4.8%
Undergraduate College/Provost	226	20.4%	223	20.0%	197	21.9%
Education	58	5.2%	53	4.8%	46	5.1%
Health & Human Services	288	26.0%	256	23.0%	207	23.1%
Agriculture, School of	41	3.7%	39	3.5%	40	4.5%
Arts & Letters	110	9.9%	126	11.3%	83	9.2%
Natural & Applied Sciences	122	11.0%	136	12.2%	111	12.4%
Honors College:						
	90	8.1%	75	6.7%	75	8.4%
Campus of Dominant Enrollment:						
Springfield Campus Eve	5	0.5%	7	0.6%	11	1.2%
Springfield Campus Day	1,098	99.0%	1,100	98.8%	878	97.8%
Online Campus	6	0.5%	6	0.5%	9	1.0%
Race/Ethnicity:						
American Indian or Alaskan Native	2	0.2%	5	0.4%	8	0.9%
Asian	14	1.3%	19	1.7%	10	1.1%
Black or African American	71	6.4%	101	9.1%	82	9.1%
Hispanic or Latino	63	5.7%	49	4.4%	51	5.7%
More than one race	67	6.0%	36	3.2%	51	5.7%
Native Hawaiian or Other Pacific Islander	1	0.1%	0	0.0%	1	0.1%
Not a US Citizen	1	0.1%	4	0.4%	0	n/a
Unknown	0	n/a	0	0.0%	1	0.1%
White or Caucasian	890	80.3%	899	80.8%	694	77.3%
Underrepresented* Total:	218	19.7%	210	18.9%	203	22.6%
Gender:						
Male	397	35.8%	375	33.7%	329	36.6%
Female	712	64.2%	738	66.3%	569	63.4%
Age:						
Under 18 years	16	1.4%	9	0.8%	13	1.4%
18 to 21 years	1,071	96.6%	1,077	96.8%	863	96.1%
22 to 24 years	10	0.9%	13	1.2%	13	1.4%
25 to 39 years	10	0.9%	11	1.0%	8	0.9%
40 years and above	2	0.2%	3	0.3%	1	0.1%

Census	Fall 2016		Fall 2015		Fall 2014	
	Headcount	% of Total	Headcount	% of Total	Headcount	% of Total
Geographic Origin:						
Southwest Missouri	329	29.7%	332	29.8%	297	33.1%
St. Louis Area	293	26.4%	269	24.2%	244	27.2%
Kansas City Area	135	12.2%	139	12.5%	84	9.4%
Other Missouri Counties	256	23.1%	267	24.0%	189	21.0%
Other States	96	8.7%	105	9.4%	83	9.2%
XXX	0	n/a	1	0.1%	1	0.1%
Enrollment Status:						
Part Time	15	1.4%	15	1.3%	19	2.1%
Full Time	1,094	98.6%	1,098	98.7%	879	97.9%
Living Arrangements:						
Off Campus	196	17.7%	192	17.3%	171	19.0%
On Campus	913	82.3%	921	82.7%	727	81.0%
Class Rank: (percents calculated by total number of ranked students)						
Top Two:	31	3.4%	58	6.1%	41	5.4%
Top Half:	770	85.0%	808	84.9%	656	86.3%
ACT Composite:						
Average:	23.33		23.25		23.40	
30-36	60	5.4%	61	5.5%	53	5.9%
24-29	425	38.3%	425	38.2%	340	37.9%
18-23	558	50.3%	545	49.0%	445	49.6%
12-17	39	3.5%	52	4.7%	30	3.3%
Not reported	27	2.4%	30	2.7%	30	3.3%
HS Graduation Year:						
Current Year	1,053	95.0%	1,059	95.1%	854	95.1%
Previous Year	25	2.3%	23	2.1%	18	2.0%
Two or more years ago	29	2.6%	29	2.6%	26	2.9%
Other/Missing	2	0.2%	2	0.2%	0	n/a
High School GPA:						
Average:	3.60		3.58		3.55	
3.75 or greater	454	40.9%	431	38.7%	331	36.9%
3.50 to 3.74	215	19.4%	231	20.8%	187	20.8%
3.25 to 3.49	179	16.1%	176	15.8%	139	15.5%
3.00 to 3.24	138	12.4%	147	13.2%	116	12.9%
2.50 to 2.99	101	9.1%	100	9.0%	90	10.0%
2.00 to 2.49	5	0.5%	12	1.1%	19	2.1%
1.00 to 1.99	4	0.4%	4	0.4%	3	0.3%
Not reported	13	1.2%	12	1.1%	13	1.4%
Retention: (includes only First-time, Full-time IPEDS Cohort)						
					78.83%	72.63%

* Underrepresented Race/Ethnicity includes: American Indian or Alaskan Native, Asian, Black or African American, Hispanic or Latino, More than one race, Native Hawaiian or Other Pacific Islander.

** Student Class is determined by total number of credit hours.

XVII.

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