



**Board of Governors' Meeting**  
**Robert W. Plaster Student Union, Room 313**  
**Thursday, 5/17/2018**  
**1:00 - 5:00 PM CT**

**I. Roll Call**

**II. Approval of Minutes**

*II.A. Approval of Minutes of Open and Closed Meetings of February 23, 2018 - Page 4*

*II.B. Approval of Minutes of Open and Closed Meetings of March 21, 2018 - Page 9*

**III. Consent Agenda**

**A. President**

*III.A.1. Approval of Extension to Employment Agreement for Head Women's Basketball Coach Kellie Harper - Page 11*

*III.A.2. Approval of FY2018/2019 Employment Agreements for Assistant Coaches for Men's Basketball - Page 13*

*III.A.3. Approval of FY2018/2019 Employment Agreements for Assistant Coaches for Volleyball - Page 18*

*III.A.4. Approval of FY2018/2019 Employment Agreement for Associate Coach for Strength and Conditioning - Administrator - Page 22*

*III.A.5. Approval of FY2018/2019 Employment Agreement for Assistant Coach for Football - Page 25*

**B. West Plains Campus**

*III.B.1. Approval of Actions Concerning Academic Employees - Page 28*

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

*III.B.3. Approval of Fiscal Year 2019 Salary and Benefits Overview for Missouri State University-West Plains Coaches - Page 32*

*III.B.4. Approval of Expenditures to Implement Student-Approved Capital Projects - Page 34*

*III.B.5. Approval of a Modification to the FY19 Fee Resolution to Reflect the Facilities Management Agreement Pricing for the Grizzly Lofts Beginning with the Fall 2018 Semester - Page 36*

**C. Procurement and Financial**

*III.C.1. Approval of Procurement Activity Report - Page 37*

**D. Facilities and Equipment**

*III.D.1. Approval of Activity Report for the Months of February 2018 and March 2018 - Page 48*

*III.D.2. Approval of Ratification of Lease Amendment for Television Tower Space for KOZJ-Joplin between Missouri State University and American Tower Asset Sub, LLC - Page 50*

*III.D.3. Approval of Bids and Award of a Contract for the Exterior Improvements to Hill Hall - Page 56*

**E. Human Resources**

*III.E.1. Approval of Actions Concerning Academic Employees - Page 58*

*III.E.2. Approval of Actions Concerning Non-Academic Employees - Page 96*

**IV. Making Our Missouri Statement - Approval of Resolution to Acknowledge the 2017-18 Excellence in Public Affairs for Faculty and Staff Award Recipients**

*2017-18 Excellence in Public Affairs for Faculty and Staff Awards - Page 109*

**V. Committee Reports**

**A. Risk Management and Audit Committee**

*V.A.1. Approval of G1.33 Fraud Policy - Page 110*

**B. Programs and Planning Committee**

**C. Finance and Facilities Committee**

*V.C.1. Approval of G8.09 Operating Funds Cash Reserves Policy - Page 116*

**VI. President's Report**

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

*Presidents Report - Page 118*

**1. May 2018 Graduation**

**2. AGB National Conference**

**3. Legislative Update**

**4. Approval of Appointment of Shirley Lawler as Chancellor of the Missouri State University-West Plains Campus**

*Appointment of Shirley Lawler as Chancellor of the MSU-West Plains Campus - Page 119*

**VII. West Plains Campus**

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

*Chancellors Report - Page 122*

**VIII. Academic Affairs**

**A. Faculty Senate Report**

*Faculty Senate Report - Page 123*

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

*Provosts Report - Page 126*

**1. Approval of Resolution of Appreciation for Dr. Cynthia MacGregor**

*Resolution of Appreciation for Dr. Cynthia MacGregor - Page 127*

**2. Update on Program Accreditation**

**3. Introduction of the Recipients of the Missouri State Foundation Awards for Teaching, Research and Service**

*Missouri State Foundation Awards for Teaching, Research and Service - Page 128*

**4. Report on the 2018 Public Affairs Conference**

*2018 Public Affairs Conference Report - Page 130*

**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 133*

**X. Diversity and Inclusion**

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

*Diversity and Inclusion Report - Page 137*

**B. Report on 2018 Collaborative Diversity Conference**

**XI. Student Affairs**

**A. Student Body President Report**

*Student Body President Report - Page 147*

**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 148*

**1. Offer of Commendation to Brandon McCoy for Service as Student Body President**

*Commendation to Brandon McCoy - Page 150*

**2. Offer of Commendation to Caitlin Schaefer for Service as Student Body Vice President**

*Commendation to Caitlin Schaefer - Page 151*

**3. Approval of 2018 Wall of Fame Inductees (resolution to be distributed at the meeting)**

**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 152*

**XIII. Staff Senate**

**A. Staff Senate Report**

**B. Offer of Commendation to Robert Moore for Service as Staff Senate Chair**

*Commendation for Staff Senate Chair Robert Moore - Page 154*

**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 155*

**B. Approval of Bond Closing Documents Wood House**

*XIV.B.1. Approval of Resolution for Auxiliary Enterprise System Revenue Bond Series 2018A - Page 161*

*XIV.B.2. Auxiliary Enterprise System Bond Purchase Agreement - Page 220*

**XV. Facilities and Equipment**

*XV.A. Approval of Resolution to Build to Suit Real Estate Purchase Agreement for New Residence Hall to be Constructed at 630 East Madison, Springfield, Missouri - Page 229*

*XV.B. Build to Suit Real Estate Purchase Agreement - Page 231*

**XVI. New Business**

**A. Major Discussion Item - Alumni Initiatives**

*Alumni Initiatives - Page 254*

**XVII. Resolution Authorizing Closed Meeting, Pursuant to Sections 610.021(1), (2), (3), (6), (9), (11), (12), (13), (14), (17) and/or (20) of the Revised Statutes of Missouri**

*Closed Meeting Resolution - Page 255*

**XVIII. Adjournment**

**XIX. Date of Next Meeting: Friday, June 22, 2018, 1 p.m., Magnolia Room, Civic Center, West Plains, Missouri**

MINUTES OF THE BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
FEBRUARY 23, 2018, 1:00 P.M.

**1. Roll Call**

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

Absent- Ms. Beverly Miller, Governor

Also

Present- Clifton Smart III, President  
Jim Baker, Vice President for Research and Economic Development & International Programs  
Drew Bennett, Chancellor of the West Plains Campus  
Donna Christian, Director of Internal Audit and Compliance  
Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental Relations  
Rachael Dockery, General Counsel  
Brent Dunn, Vice President for University Advancement  
Frank Einhellig, Provost  
Steve Foucart, Chief Financial Officer  
Victor Matthews, Dean of the College of Humanities and Public Affairs  
Kyle Moats, Director of Athletics  
Matt Morris, Vice President for Administrative Services  
Jeff Morrissey, Chief Information Officer  
Wes Pratt, Chief Diversity Officer  
Suzanne Shaw, Vice President for Marketing & Communications  
Dee Siscoe, Vice President for Student Affairs  
Kristan Gochenauer, Secretary of the Board

- 2. Presiding** – The presiding officer for the meeting was Ms. Carrie Tergin, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Traywick Parliamentary Room in the Plaster Student Union on the campus of Missouri State University in Springfield, Missouri.
- 3. Approval of Board of Governors' Meeting Minutes** – Ms. Tergin mentioned that the first item of business was the approval of the minutes for the open meeting of December 14, 2017. Mr. Craig Frazier so moved, receiving a second from Ms. Virginia Fry.

Motion passed 8-0.

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

President

Approval of FY2018/2019 Employment Agreement for Athletic Coaches (Assistant Coaches for Football) (Agreement No. 407-18).

Approval of Revisions to G7.05 Permanent Resident Policy (Board Policy No. 111-18).

Approval of Revisions to G5.06 International Student Scholarships and Agreements (Board Policy No. 112-18).

West Plains Campus

Approval of Actions Concerning West Plains Campus Academic Employees (West Plains Campus Personnel No. 416-18).

Approval of Actions Concerning West Plains Campus Non-Academic Employees (West Plains Campus Personnel No. 417-18).

Procurement and Financial

Approval of Procurement Activity Report for the period November 29, 2017, through February 7, 2018 (Purchasing Activity Report No. 463-18).

Facilities and Equipment

Approval of Activity Report for the Months of November 2017, December 2017, and January 2018 (Activity Report No. 300-18).

Human Resources Items

Approval of Actions Concerning Academic Employees (Human Resources No. 1574-18).

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1575-18).

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

Motion passed 8-0.

5. **Committee Reports:**

- A. Mr. Spears gave an overview of the February 23, 2018, Risk Management and Audit Committee meeting. The meeting began with Ms. Kim Hamm, BKD Partner, and Ms. Kristen Bright, BKD Partner, presenting the NCAA Independent Accountant's Report on Applying Agreed-Upon Procedures. Mr. Jeff Morrissey, Chief Information Officer, provided an overview of the information security external assessment expectations and timeline. In closed session, the University's internal auditor reviewed reports on the

Learning Diagnostic Clinic and athletic procurement card transactions. The University then requested the committee support a recommendation to extend the BKD audit contract renewal, which will be presented at the March Executive Committee meeting.

- B. Mr. Kendall Seal provided a review of the February 23, 2018, Programs and Planning Committee meeting. Dr. John Chuchiak, Director of the Honors College, gave a presentation on the history, majors and students it serves, and an overview of the curriculum design of the Honors College. Dr. Drew Bennett, Chancellor, and Dr. Frank Priest, Professor of English-West Plains, gave presentations on the faculty teaching load on the West Plains campus. The Board will continue to analyze potential changes in the coming months.
- C. Mr. Frazier then gave an overview of the Financial and Facilities Committee meeting. The Governor's budget recommendations and University's budget work for fiscal year 2019 were discussed. A budget gap is anticipated secondary to the Governors recommended 10 percent cut to appropriations. Therefore, the University will move forward with several strategies to bridge these gaps on both the Springfield and West Plains campuses. Updates were provided on the residence hall project and potential development in IDEA Commons. Mr. Frazier made a motion to recommend approval of bids and award of a contract for the renovation of Woods House (Bids & Quotations No. 1554-18) and approval of the resolution of intent to bond Woods House and other auxiliary projects (Finance No. 1066-18). Ms. Amelia Counts seconded the motion.

Motion passed 8-0.

- 6. **President's Report** – President Clif Smart welcomed everyone to the February Board meeting. He then introduced Lieutenant Colonel Scott Morris, Department Head for the Department of Military Science. Lieutenant Colonel Morris spoke about the Veteran's Student Center. He then introduced Ms. Miranda Robertson, a senior majoring in Health Services and Mr. Maxwell Weekley, a junior majoring in Psychology; both members of the Missouri State University Bear Battalion. Ms. Robertson and Mr. Weekley presented on the University Bear Battalion program including highlights of the Ranger Challenge, an annual Taskforce Leonard Wood ROTC competition.

President Smart then gave an update on the budget and campus affordability. He reviewed a series of charts that show the University system enrollment trend since 1995, operating appropriations since 2001, an appropriations comparison per student across the state of Missouri, and revenue per student across the state of Missouri. These charts have been shown in Jefferson City and across the state, showing Missouri State University's efficiency. President Smart then reviewed the five University affordability initiatives.

Last, President Smart gave an update on the West Plains Chancellor search, which is going well.

- 7. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains Campus, requested approval of a contract for the purchase of property at 701 West Main Street, West Plains, Missouri (West Land Purchase No. 33-18). Moved by Ms. Silvey and seconded by Mr. Frazier.

Motion passed 8-0.

**8. Academic Affairs:**

**A. Faculty Senate Report** – Dr. Cindy MacGregor, Chairperson of the Faculty Senate, gave an update on the Faculty Senate Ad Hoc committees. She highlighted additional faculty senate activities since December 2017. Dr. MacGregor then reported that the faculty senate passed a resolution on February 7, 2018, opposing the proposed changes to faculty workload at Missouri State University – West Plains.

**B. Report from the Provost** – Dr. Frank Einhellig, Provost, reported that spring online enrollment is up 19% with approximately 40% of students taking at least one online course. He provided updates on annual tenure and promotion, reporting 39 applications, and recent/in progress Academic Administration hires. Dr. Einhellig shared that the AACSB accreditation team site-visit went well, with the final report expected in April. Last, he gave a short history of the Tobacco Education Project of the Ozarks Public Health Institute (OPHI).

**9. Student Affairs:**

**A. Report from Student Body President** – Mr. Brandon McCoy, Student Body President, shared that the Student Government Association (SGA) passed funding for more science student tutors through a program called Peer Assistant Study Sessions or PASS. He shared that SGA is planning the first ever Springfield Student Leadership Summit, a two day conference with students from Missouri State as well as surrounding universities, with a focus on education and making a difference. Finally, the election process for Student Body President has begun. Mr. McCoy will announce the new president at the May Board meeting.

**10. Staff Senate** – Mr. Robert Moore, Chairperson for the Staff Senate, provided an update on the Staff Senate Leadership Book Club. He reported that Op7.17 Bylaws of the Missouri State University Staff Senate was recently reviewed by a bylaws taskforce, which alleviated policy inconsistencies and made language updates.

**11. Human Resources** – Mr. Matt Morris, Vice President for Administrative Services, recommended approval of amendments to the employee handbook for administrative, professional and support staff employees and related policies (Human Resources No. 1576-18). Mr. Spears made a motion, receiving a second from Mr. Frazier.

Motion passed 8-0.

**12. New Business:**

**A. Campus and Community Wellness Initiatives for Students** – Dr. Dee Siscoe, Vice President for Student Affairs, discussed the importance of awareness, resources and support for students. She then introduced Dr. Dave Muegge, Director of Health and Wellness Services, and Dr. Jerilyn Reed, Wellness Educator. Dr. Muegge provided background on what student wellness is. Dr. Reed then gave an overview of current programming and initiatives as well as partnerships, recovery programs and training options available for students. She discussed the tobacco cessation program available on campus as well as the percentage of students and employees who smoke. Dr. Reed then

introduced Mr. Clay Goddard, Director of Health at Springfield-Greene County Health Department. Mr. Goddard discussed current and on-going efforts in the Springfield community through the Ozarks Health Commission (OHC) and the Healthy Living Alliance (HLA). These organizations have identified three main health priorities and are currently working on the Tobacco 21 Initiative, which is a policy approach to change the legal purchase age of tobacco to 21.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this February 23, 2018, meeting of the Board of Governors to consider items of business pursuant to:

- A. R.S.Mo. 610.021(1). “Legal actions, causes of action, or litigation involving a public governmental body...”
- B. R.S.Mo. 610.021(3). “Hiring, firing, disciplining or promoting of particular employees by a public governmental body...”; and
- C. R.S. Mo. 610.021(13). “Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...;”

Ms. Silvey moved the approval of the resolution and Mr. Frazier seconded the motion.


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

Ms. Tergin declared the resolution passed unanimously. The open meeting recessed at 2:58 p.m. to go into closed session.

The open meeting was reconvened at 4:24 p.m.

**Date of Next Meeting** – The date of the next regularly scheduled meeting was set for Thursday, May 17, 2018, at 1:00 p.m. on the Springfield Campus.

- 14. Adjournment** – Ms. Tergin adjourned the meeting at 4:25 p.m., on the motion of Mr. Gabriel Gore, the second of Mr. Frazier, and the unanimous vote of the Board.

  
Kristan Godenauer  
Secretary to the Board



MINUTES OF THE BOARD OF GOVERNORS SPECIAL MEETING  
MISSOURI STATE UNIVERSITY  
MARCH 21, 2018, 4:43 P.M.

1. **Roll Call**

Present- Ms. Carrie Tergin, Chair  
Ms. Amelia Counts, Governor (by conference phone)  
Mr. Tyree Davis IV, Student Governor  
Mr. Craig Frazier, Governor  
Mr. Gabriel Gore, Vice Chair (by conference phone)  
Ms. Beverly Miller, Governor  
Mr. Kendall Seal, Governor (by conference phone)  
Ms. Carol Silvey, Governor (by conference phone)  
Mr. Gregory Spears, Governor (by conference phone)  
Ms. Carrie Tergin, Governor

Also

Present- Clifton Smart III, President  
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  
Steve Foucart, Chief Financial Officer  
Jeff Mitchell, Assistant General Counsel  
Kyle Moats, Director of Athletics  
Suzanne Shaw, Vice President for Marketing & Communications  
Kristan Gochenauer, Secretary of the Board

2. **Presiding** – The presiding officer for the meeting was Ms. Carrie Tergin, Chair of the Board of Governors. She called the meeting to order at 4:43 p.m. in the Turner Family President’s Conference Room 203 in Carrington Hall on the campus of Missouri State University in Springfield, Missouri.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this March 21, 2018, special meeting of the Board of Governors to consider items of business pursuant to:

A. R.S.Mo. 610.021(3). “Hiring, firing, disciplining or promoting of particular employees by a public governmental body...”; and

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

Ms. Virginia Fry moved the approval of the resolution and Mr. Craig Frazier seconded the motion.


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

Ms. Tergin declared the resolution passed unanimously. The open meeting recessed at 4:45 p.m. to go into closed session.

The open meeting was reconvened at 5:29 p.m.

**Date of Next Meeting** – The date of the next regularly scheduled meeting is set for Thursday, May 17, 2018, at 1:00 p.m. on the Springfield Campus.

4. **Adjournment** – Ms. Tergin adjourned the meeting at 5:30 p.m., on the motion of Ms. Amelia Counts, the second of Mr. Frazier, and the unanimous vote of the Board.

  
Kristan Gochenauer  
Secretary to the Board

III.A.1.

**RECOMMENDED ACTION –Approval of Extension to Employment Agreement for Head Women’s Basketball Coach Kellie Harper.**

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

**WHEREAS**, effective July 1, 2016, the University entered into an Employment Agreement (“Agreement”) with Kellie Harper (“Coach Harper”) under which Coach Harper is currently employed as the University’s Head Women’s Basketball Coach;

**WHEREAS**, pursuant to Section 1 of the Agreement, Coach Harper was hired for a term commencing on July 1, 2016 and continuing through April 14, 2021 (“Term”); and

**WHEREAS**, in light of the continued success of the University’s intercollegiate women’s basketball program under Coach Harper’s leadership, the University desires to amend the Agreement, in order to extend the term of Coach Harper’s employment by one (1) year (i.e., through April 14, 2022);

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the extension of Coach Harper’s term of employment by one (1) years, as set forth in the attached Second Amendment to Employment Agreement, and authorizes President Clifton M. Smart, III to execute same.

**VOTE:**        **AYE** \_\_\_\_\_

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

**Comments:**

- The Term of Coach Harper’s Employment Agreement is from July 1, 2016-April 14, 2021.
- Under the terms of the Second Amendment to Employment Agreement, the Term shall be extended by one (1) year (i.e., through April 14, 2022).
- All other terms and conditions of the Employment Agreement – including Coach Harper’s compensation – shall remain the same.

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement is entered by and between the Board of Governors of Missouri State University (“University”) and Kellie Harper (“Coach Harper”), and is effective as of July 1, 2018 (“Effective Date”)

**WHEREAS**, University and Coach Harper entered into an Employment Agreement effective July 1, 2016 (“Agreement”), whereby Coach Harper is employed as head coach of the University’s intercollegiate women’s basketball program;

**WHEREAS**, under the original terms of the Agreement, Coach Harper was employed for a term running from July 1, 2016 through April 14, 2021; and

**WHEREAS**, the parties mutually desire to extend the term of Coach Harper’s employment for one (1) year (i.e., continuing through April 14, 2022).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the University and Coach Harper agree to amend the Agreement as follows:

1. Section 1, Term of Employment, is hereby stricken in its entirety and replaced with the following:

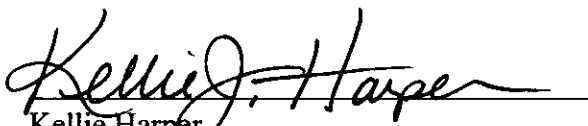
**1. Term of Employment**

The University does hereby employ Coach Harper as its Head Women’s Basketball Coach for a term commencing on July 1, 2016, and continuing through April 14, 2022 (“Term”), subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2018-19 season.

2. All other terms and conditions of the Agreement, as previously amended, are hereby ratified and affirmed, and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed and agreed to the terms of this Second Amendment, intending to be legally bound thereby, as of the Effective Date.

**THE BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

  
Kellie Harper  
Head Women’s Basketball Coach

\_\_\_\_\_  
Clifton M. Smart, III  
President, Board of Governors

III.A.2.

**RECOMMENDED ACTION - Approval of FY 2018/2019 Employment Agreements for Assistant Coaches for Men's Basketball**

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

**WHEREAS**, Missouri State University desires to hire Jake Headrick, Jase Herl and Sheldon Everett as Assistant Coaches for Men's Basketball, and they each desire to accept such employment.

**WHEREAS**, the proposed salaries and terms of employment for Jake Headrick, Jase Herl and Sheldon Everett are set forth in the attached Exhibit A, and all other terms and conditions of their employment agreements are set forth in the attached Exhibit B.

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

**VOTE:        AYE** \_\_\_\_\_

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

**Comments:**

These coaches are replacing previous assistant men's basketball coaches who have left the University, such that their salaries do not represent new expenses to the Athletics Department or University.

The coaches will be eligible to earn achievement payments contingent upon the athletic success of the men's basketball team.



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH**

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

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

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

**Name of Coach:** Jake Headrick

**Position:** Assistant Coach

**Sport:** Men’s Basketball

**Term:** April 6, 2018-June 30, 2019

**Compensation:** \$ 90,000 annually

**Achievement Payments:**

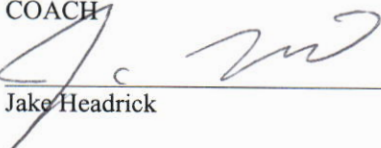
- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Regular Season Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season NIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 –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

**Moving Expenses:** The University agrees to reimburse Mr. Headrick for any documented expenses associated with Mr. Headrick’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Additionally, the university agrees to pay one (1) month of temporary housing for Mr. Headrick’s.

**Other Benefits and Incentives:**

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

COACH

  
\_\_\_\_\_  
Jake Headrick

MISSOURI STATE UNIVERSITY

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

4-16-18  
\_\_\_\_\_  
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:** Jase Herl

**Position:** Assistant Coach

**Sport:** Men’s Basketball

**Term:** April 6, 2018-June 30, 2019

**Compensation:** \$ 90,000 annually

**Achievement Payments:**

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

**Moving Expenses:** The University agrees to reimburse Mr. Herl for any documented expenses associated with Mr. Herl’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Additionally, the university agrees to pay for one (1) month of temporary housing to assist with his relocation to Springfield.

**Other Benefits and Incentives:**

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

COACH

Jase Herl

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

4-9-18

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: Sheldon Everett**

**Position: Operations and Video Manager – Men’s Basketball**

**Sport: Men’s Basketball**

**Term: April 23, 2018-June 30, 2019**

**Compensation: \$47,000 annually**

**Achievement Payments:**

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

**Moving Expense:** The University agrees to reimburse Mr. Everett for any documented expenses associated with Mr. Everett’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Additionally, the University may pay up to 1 month of temporary housing during the transition to Springfield, MO.

**Other Benefits and Incentives:**

COACH

Sheldon Everett

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

4-17-18

Date

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



## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.A.3.

**RECOMMENDED ACTION - Approval of FY 2018/2019 Employment Agreements for Assistant Coaches for Volleyball.**

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

**WHEREAS**, Missouri State University desires to hire both Adam Rollman and Sara Thomas-Dietrich as Assistant Coaches for Volleyball, and they both desire to accept such employment; and

**WHEREAS**, the proposed salaries and terms of employment for Mr. Rollman and Ms. Thomas-Dietrich are set forth in the attached Exhibit A, and all other terms and conditions of their employment agreements are set forth in the attached Exhibit B.

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

**VOTE:**      AYE \_\_\_\_\_

                 NAY \_\_\_\_\_

**Comments:**

These coaches are replacing previous assistant volleyball coaches who have left the University, such that their salaries do not represent new expenses to the Athletics Department or University.

Both coaches will be eligible to earn achievement payments contingent upon the athletic success of the indoor volleyball team.



**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:** Adam Rollman

**Position:** Assistant Coach

**Sport:** Volleyball

**Term:** February 16, 2018 – June 30, 2019

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

**Achievement Payments:**

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship; or \$700 for MVC Regular Season Co-Championship; and \$700 for MVC Championship; and \$700 per match played in NCAA Tournament

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Adam Rollman

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

*2-16-18*  
\_\_\_\_\_  
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: Sara Thomas-Dietrich**

**Position: Assistant Coach**

**Sport: Volleyball**

**Term: February 16, 2018-June 30, 2019**

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

**Achievement Payments:**

**\$1,400 Missouri Valley Conference (MVC) Regular Season Championship; or \$700 for MVC Regular Season Co-Championship; and \$700 for MVC Championship; and \$700 per match played in NCAA Tournament**

**Moving expenses:** The University agrees to reimburse Ms. Thomas-Dietrich up to \$2,500 for any documented expenses associated with Ms. Thomas-Dietrich’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

**Other Benefits and Incentives:**

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

COACH

*Sara Thomas-Dietrich*  
\_\_\_\_\_  
Sara Thomas-Dietrich

MISSOURI STATE UNIVERSITY

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

2-16-19  
\_\_\_\_\_  
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.

February 28, 2013

III.A.4.

RECOMMENDED ACTION - Approval of FY 2018/2019 Employment Agreement for Tyler Watson as Associate Strength and Conditioning Coach.

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

WHEREAS, Missouri State University desires to hire Tyler Watson as an Administrator and Associate Strength and Conditioning Coach for Men's and Women's Basketball and Men's and Women's golf, and Mr. Watson desires to accept such employment; and

WHEREAS, the proposed salary and terms of employment for Mr. Watson is set forth in the attached Exhibit A, and all other terms and conditions of his employment agreement is set forth in the attached Exhibit B.

NOW, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018/2019 Employment Agreement for an Associate Strength and Conditioning Coach.

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

Comments:

This Strength and Conditioning Coach is replacing a previous coach who has left the University, such that his salary does not represent a new expense to the Athletics Department or University.

Mr. Watson will be eligible to earn achievement payments contingent upon the athletic success of the men's and women's basketball and men's and women's golf teams.



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

**Name of Administrator:** Tyler Watson

**Position:** Associate Strength and Conditioning Coach, M and W Basketball and M and W Golf

**Term:** April 9, 2018 – June 30, 2019

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

**Achievement Payments:**

**\$500 Regular Season Championship in Men’s and Women’s Basketball, and \$250 for each MVC Championship or MVC Co-Championship in Men’s and Women’s Basketball and Men’s and Women’s Golf; and \$250 if Men’s and Women’s Basketball, Men’s Golf and Women’s Golf wins a game in the NCAA Tournament (excludes NIT)**

**Moving Expenses:** The University agrees to reimburse Mr. Watson for any documented expenses associated with Mr. Watson’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items. Additionally, the university agrees to pay for one (1) month of temporary housing to assist with his relocation to Springfield.

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
Tyler Watson

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

4/8/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

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

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

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

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

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

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

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

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

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.
- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Administrator is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
  - Income from annuities;
  - Sports camps;
  - Housing benefits (including preferential housing arrangements);
  - Country club memberships;
  - Complimentary ticket sales;
  - Television and radio programs; and
  - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.
- g. Administrator further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

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



III.A.5.

RECOMMENDED ACTION - Approval of FY 2018/2019 Employment Agreement for Assistant Coach for Football

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

WHEREAS, Missouri State University desires to hire Trent Figg as an Assistant Coach for Football, and Mr. Figg desires to accept such employment; and

WHEREAS, the proposed salary and terms of employment for Mr. Figg is set forth in the attached Exhibit A, and all other terms and conditions of his employment agreement is set forth in the attached Exhibit B.

NOW, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018/2019 Employment Agreement for the Football Assistant Coach.

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

Comments:

This coach is replacing a previous assistant football coach who has left the University, such that his salary does not represent new expense to the Athletics Department or University.

This coach will be eligible to earn achievement payments contingent upon the athletic success of the football team.



Exhibit A

# 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:** Trent Figg

**Position:** Assistant Coach

**Sport:** Football

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

**Compensation:** \$41,500 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:**

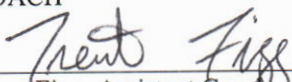
Coach may participate in camps and/or clinics.

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

  
\_\_\_\_\_  
Trent Figg, Assistant Coach

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

4/1/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.B.1.

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

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

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

**FACULTY REAPPOINTMENTS:**

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
<i>Non-tenured Faculty, effective July 1, 2018 through December 31, 2018</i>		
Aimee Green	Lecturer	7/1/2018 12/31/2018
<i>Non-tenured Faculty, effective July 1, 2018 through June 30, 2019</i>		
Tresa Ryan	Instructor	7/01/2018 6/30/2019
<i>Non-tenured Faculty, effective August 13, 2018 through May 24, 2019</i>		
Mina Higgins	Instructor	8/13/2018 5/24/2019
Lindsay Hill	Assistant Professor	8/13/2018 5/24/2019
Jason McCollom	Assistant Professor	8/13/2018 5/24/2019
Carla Neff	Lecturer	8/13/2018 5/24/2019
Tera Smith	Lecturer	8/13/2018 5/24/2019
Benjamin Wheeler	Assistant Professor	8/13/2018 5/24/2019

<u>Name</u>	<u>Rank</u>	<u>Effective</u>
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**REAPPOINTMENT AND PROMOTION:**

Dasha Russell	From: Instructor	8/13/2018
	To: Assistant Professor	5/24/2019

**REAPPOINTMENT AND TENURE RECOMMENDED:**

Alex Pinnon	Instructor	8/13/2018
		5/24/2019

Brenda Smith	Assistant Professor	8/13/2018
		5/24/2019

**PROMOTION:**

*(Change of Academic Rank effective August 13, 2018)*

Rajiv Thakur	From: Assistant Professor	8/13/2018
	To: Associate Professor	5/24/2019

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
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**UNRANKED FACULTY APPOINTMENTS:**

Alex D. Pinnon	Instructor/Director of the William and Virginia Darr Honors Program	\$8,360	8/13/2018
		Annually*	5/24/2019

*\* Supplemental payment for Director of the William and Virginia Darr Honors Program*

**NON-ACADEMIC APPOINTMENT:**

Amy Ackerson	Director of Nursing, Administrative Duties / Div. Chair duties	\$20,750	6/1/2018
		Annually	5/31/2019

Barbara Caton	Coordinator of Nursing Programs	\$9,000	8/13/2018
		Annually	5/18/2018

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

**VOTE:      AYE** \_\_\_\_\_

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

**ADDENDUM A**

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

<u><i>Name</i></u>	<u><i>Department</i></u>	<u><i>Salary</i></u>
Jim Hart	CIS/TEC	\$2,788
Ronald Hensley	TEC	\$1,092
Renee Keith	CFD	\$2,746
Jay Towell	MTH/Div. Chair	\$10,860
Linda Wulff-Risner	AGR	\$4,322

III.B.2.

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

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

**BE IT RESOLVED** by the Board of Governors for 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>
Amber N. Carr	Asst. Dir. of Development WP Development	42	\$40,000 Annually	04/02/2018
Darrell Hampsten	Coordinator, SBTDC WP University/Community Programs	44	\$51,815 Annually	05/01/2018

**RESIGNATION:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Melody J. Hubbell	Director of Development WP Development	04/20/2018
Kristen M. Miller	Graphic Designer, WP WP University Communications	03/01/2018

**RETIREMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Dana L. Racer	Senior Academic Records Specialist WP Registration and Records	07/01/2018
Susan D. Turner	Grant Development Specialist WP Development	06/01/2018
Teresa L. Hensley	Accounting Technician WP Business Office	06/01/2018

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

III.B.3.

**RECOMMENDED ACTION** – Approval of Fiscal Year 2019 Salary and Benefits Overview for Missouri State University-West Plains Coaches.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the attached FY19 Overview of Salaries and Benefits for Missouri State-West Plains Coaches is hereby approved.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:**

Contract extensions requested for Head Coaches Paula Wiedemann and Christopher Popp and Assistant Coaches Kenneth Moses, II, and Briana Walsh presented in the attached overview.



# OVERVIEW OF FY19 SALARIES AND BENEFITS

## Missouri State University-West Plains Coaches

*[Submitted for approval at the Board of Governors' meeting on May 17, 2018]*

**Name/Position: Kenneth Moses, II, Assistant Basketball Coach**

FY19 Salary: \$35,000.00 annually for the contract period of July 1, 2018 – June 30, 2019

Achievement: Post-season incentive package not to exceed a total of \$3,750. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$250 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Entitled to two tickets to Grizzly Athletics events
- One year contract
- \$5,000 early cancellation clause

**Name/Position: Briana Walsh, Assistant Volleyball Coach**

FY19 Salary: \$35,400.00 annually for the contract period of July 1, 2018 – June 30, 2019

Achievement: Post-season incentive package not to exceed a total of \$3,750. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$250 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Entitled to two tickets to Grizzly Athletics events
- One year contract
- \$5,000 early cancellation clause.

**Name/Position: Paula M. Wiedemann, Head Volleyball Coach**

FY19 Salary: \$54,300.00 annually for the contract period of July 1, 2018 – June 30, 2020

Achievement: Post-season incentive package not to exceed a total of \$7,500. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$500 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Right to conduct volleyball camps and USVBA Junior Olympics Program for personal benefit
- Permission to contract independently with and receive compensation directly from a radio station approved by the University for purposes of participating in a "Coach's Show"
- Entitled to two tickets to Grizzly Athletics events
- Two year contract
- \$10,000 early cancellation clause

**Name/Position: Christopher Popp, Head Basketball Coach**

FY19 Salary: \$54,300.00 annually for the contract period of July 1, 2018 – June 30, 2020

Achievement: Post-season incentive package not to exceed a total of \$7,500. Incentive package begins with the team's finish in the NJCAA Region 16 regular season (\$500 for first or second place) and ends with the NJCAA National Championship.

Other/Comments:

- Right to conduct basketball camps and All Star Program for personal benefit
- Permission to contract independently with and receive compensation directly from a radio station approved by the University for purposes of participating in a "Coach's Show"
- Entitled to two tickets to Grizzly Athletics events
- Two year contract
- \$10,000 early cancellation clause

III.B.4.

**RECOMMENDED ACTION** – Approval of Expenditures to Implement Student-Approved Capital Projects.

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

**WHEREAS**, the Capital Projects Committee has reviewed and approved the Capital Projects for a vote by the student body; and

**WHEREAS**, the Chancellor has endorsed these projects for inclusion on the student ballot; and

**WHEREAS**, the student body has voted to expend Capital Project funds (\$5,000.00) to be used for Campus Beautification on the Missouri State University-West Plains campus

**WHEREAS**, the student body has voted to expend Capital Project funds (\$3,000.00) for the purchase of hammock hangers and individual hammocks on the Missouri State University-West Plains campus; and

**WHEREAS**, the student body has voted to expend Capital Project funds (\$3,160.00) for the purchase of a new pool table and equipment at Putnam Student Center; and

**WHEREAS**, the student body has voted to expend Capital Project funds (\$2,500.00) for the purchase and installation of new mailboxes for the residents at the Grizzly House; and

**WHEREAS**, the Mountain Grove student body voted to expend Capital Projects funds (\$2,752.00) to be used for the purchase of paint supplies, television, and furniture that will enhance the student lounge and front desk areas on the Shannon Hall campus; and

**WHEREAS**, funds exist in the Capital Projects Account to implement the projects approved by the students;

**BE IT RESOLVED** by the Board of Governors for Missouri State University that an expenditure of Capital Funds, not to exceed the levels listed, is authorized to implement the project as voted on by the students.

**VOTE:**        **AYE** \_\_\_\_\_

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

## COMMENTS:

1. **Campus Beautification:** \$5,000 from the Capital Projects fund to be used for Campus Beautification. The funds will be used to purchase plants, mulch, landscaping materials, or equipment to maintain the campus grounds.
2. **Hammock's:** \$3,000 from the Capital Projects fund to be used for the purchase of hammock hangers and individual hammocks for students to check out. The hammock hangers will be placed at designated locations across campus.
3. **Pool Table:** \$3,160 from the Capital Projects fund to be used for the purchase of a new pool table and equipment at Putnam Student Center.
4. **Grizzly House Mailboxes:** \$2,500 from the Capital Projects fund to be used for the purchase and installation of new mailboxes for the residents at the Grizzly House.
5. **Updates to Student Lounge and Front Desk Area:** \$2,752 from the Mountain Grove Capital Projects fund to be used for the purchase of paint supplies, television, and furniture that will enhance the student lounge and front desk areas in Shannon Hall on the Mountain Grove campus.

III.B.5.

**RECOMMENDED ACTION** – Approval of a modification to the FY19 Fee Resolution to reflect the Facilities Management Agreement pricing for the Grizzly Lofts beginning with the Fall 2018 semester.

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

**WHEREAS**, the Facilities Management Agreement between Howell Creek Shoe Factory Commons, LLC and the Board of Governors of Missouri State University dated January 26, 2018 establishes the room and board rate for the Grizzly Lofts in West Plains, Missouri;

**WHEREAS**, in order to ensure compliance with the Facilities Management Agreement, the room and board charge for the Fall 2018 and Spring 2019 semesters should be \$3,150 per semester; and

**WHEREAS**, future Fee Resolutions for Missouri State University will include a statement that references the Facilities Management Agreement as the source for establishing fees for the Grizzly Lofts.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the above modification to the FY19 Fee Resolution for Missouri State University be approved.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

The room and board charges for the Grizzly Lofts are established in the Facilities Management Agreement between the university and the property owners of the Grizzly Lofts. While a planned 2% increase was being used during discussions (and inclusion into the fee resolution) for extending the management agreement, the final amount agreed to was a 5% increase. The university should charge the rate determined by a 5% increase (\$3,150 / semester) as this is the amount the university is obligated to pay the property owners for each student that lives in the Grizzly Lofts.

The fee resolution for FY20 and beyond will change the language associated with the fees for the Grizzly Lofts, referencing the pricing established in the management agreement.

III.C.1.

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

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

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

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Recommend the attached report summarizing all reportable Office of Procurement Services activity from February 7, 2018 through May, 2, 2018 be approved.

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

**FOR APPROVAL**

**Contracts for the purchase of goods and services estimated to exceed \$250,000.00**

**Internet Protocol Television Service (IPTV) \$1,235,000.00  
Residence Life, Housing, and Dining Services (Estimated Five-Year Period)**

Four (4) proposals were received to provide Internet Protocol Television Service (IPTV) in support of Residence Life, Housing, and Dining Services. Proposals were in response to required advertising, and the evaluation was based on a combination of pricing and reference checks.

Existing television service is through a bulk cable service agreement with Mediacom, at a cost of approximately \$492,000.00 per year. The annual cost for IPTV would be approximately \$218,908.00, plus possible negotiated annual rate adjustments of up to six percent (6%) for fee increases by the programming provider. Savings of up to approximately \$273,092.00 annually would help support wireless and technology upgrades.

IPTV is the delivery of streaming television content over Internet Protocol (IP) networks, in contrast to delivery through traditional land, satellite, and cable television formats. As a result, content such as a television channel can be played through electronic devices in the form of live television and time-shifted media.

The consensus of the reference checks with other Division I Universities, such as the University of Utah, Rice University, and Harding University was that the IPTV content provider, University Video Services, along with the distribution provider, Philo, were outstanding. In particular, Harding University had commented that their original contract was with Apogee, another key provider who had submitted a proposal for the University's IPTV service, and that it switched to University Video Services/Philo, with a much more positive outcome.

As a result, recommend approval to award contract to University Video Services/Philo. The contract period would be for five (5) years from approximately May 18, 2018 through May 17, 2023.

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

**ACTIVITY REPORT  
PAGE TWO**

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

<b>Wireless Upgrade Residence Life, Housing, and Dining Services</b>	<b>\$600,000.00 (Estimated)</b>
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Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks approval to utilize the National Association of State Procurement Officials (NASPO) Value Point Cooperative Contract AR608 through JMA Information Technology, and other vendors for additional miscellaneous components as required. The purpose is to obtain Aruba equipment for a major wireless upgrade for the residence halls. Some selected facilities have already been completed, and after this proposal has been implemented, all wireless networks in the residence halls will have been upgraded.

Wireless infrastructure currently utilized by most of the residence halls is five-plus years old, and the equipment can only handle about one third of the traffic volume provided by current technology. The University has proved the success of upgrading wireless service in this manner, as this same upgrade was performed in all classroom centric facilities last year with great success.

Newly proposed Internet Protocol Television (IPTV) television programming to University students will be over the University's wireless and wired networks in the residence halls. This upgrade is required to support the new IPTV services solution.

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

**FOR INFORMATIONAL PURPOSES ONLY**

**Property Lease**

<b>Civic Center – City of West Plains West Plains Campus</b>	<b>\$130,643.00 (Estimated)</b>
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Renewal was executed with the City of West Plains for the lease of the West Plains Civic Center for selected University functions. The contract period is July 1, 2018, through June 30, 2019.

**ACTIVITY REPORT  
PAGE THREE**

The prior rate of \$106,408.59 for the base lease was in effect since July 1, 2017, and reflected a 0.3% increase from the prior year. The current rate was negotiated and agreed to by the University and the West Plains Civic Center Board, and reflects a 2.1% increase to \$108,643.00.

An addendum to the contract for additional fees for staffing and equipment are charged by the Civic Center for selected Missouri State University–West Plains events according to a schedule. This cost is estimated to be \$22,000.00 for the contract period.

**Note: Funding to be from the West Plains Rental of Facilities operational budget.**

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

**Electron Microscope Characterization Systems – Energy-Dispersive X-Ray  
Spectrometer/Electron Backscatter Diffraction System \$133,559.00  
Jordan Valley Innovation Center**

Energy-dispersive X-ray spectroscopy is an analytical technique used for qualitative and quantitative elemental analysis, or chemical characterization of a material of interest. Electron backscatter diffraction is a microstructural characterization technique used to investigate the crystal structure and phase of materials. Both of these techniques are characterization systems that will be additions to JVIC’s existing JEOL 7600F field emission scanning electron microscope.

Funds from an existing Research Cooperative Agreement with the U.S. Army Engineer Research and Development Center will be used to purchase this equipment. The project is entitled, *Advancing Carbon Nanomaterials-Based Device Manufacturing through Life Cycle Analysis, Risk Assessment and Mitigation*. These characterization techniques will support the build process scale-up, and provide validation of the printed sensors and materials that are being developed as part of the project.

Responses were received from four bidders. A purchase order is to be issued to Bruker AXS, Incorporated as the lowest respondent.

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



**ACTIVITY REPORT  
PAGE FOUR**

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

**Basketball Officiating Fees for Missouri Valley Conference Intercollegiate Athletics \$141,000.00**

Payments processed to the Missouri Valley Conference for the annual men's and women's home game officiating fees totaling \$141,000.00.

Fee, Home Game Officiating, Men's	\$ 88,350.00
Fee, Home Game Officiating, Women's	\$ 52,650.00
Total	\$141,000.00

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

**Note: Funding to be from the FY18 operational budgets.**

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

**Classroom Technology – Hill Hall Renovation \$158,180.00  
Classroom Instructional Technologies (Estimated)  
Faculty Center for Teaching and Learning**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the E&I Cooperative Services Contract CNR-01317 with SKC Communication Products, LLC to purchase equipment and supplies, including control systems, projectors, digital signal processors and flat-panel displays.

The equipment and supplies will be installed by the Faculty Center for Teaching and Learning's Classroom Instructional Technologies unit as part of the Hill Hall Renovation.

**Note: Funding to be from the Hill Hall classroom technology budget as provided by the Office of the Provost.**

**ACTIVITY REPORT  
PAGE FIVE**

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

**Books – North American/United Kingdom English Language Editions     \$180,000.00  
Meyer Library     (Estimated)**

Recommend renewal of Contract C6191-1 with Yankee Book Peddler for the purchase of Class B1 Books for the period July 1, 2018 through June 30, 2019.

This renewal is the fifth renewal of five available renewal options. Contract prices and mailing services will remain the same as during the original contact period.

**Note: Funding to be from the FY19 operational budget.**

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

**3D Optical Surface Metrology System     \$183,641.00  
Jordan Valley Innovation Center**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing E&I Cooperative Services Contract CNR-01163 with VWR Scientific to purchase a 3D Optical Surface Metrology System.

The Leica DCM 8 is a tabletop metrology system that offers non-contact, high-precision 3D optical microscopy of surface features. This equipment will be purchased with funds from an existing Research Cooperative Agreement with the U.S. Army Engineer Research and Development Center.

Project title is *Advancing Carbon Nanomaterials-Based Device Manufacturing through Life Cycle Analysis, Risk Assessment and Mitigation*. This automated metrology tool will support the build process scale-up, and provide validation of the printed sensors that are being developed as part of the project.

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

**ACTIVITY REPORT  
PAGE SIX**

**Single Feasible Source > \$100,000**

**National Public Radio Program Fees** **\$194,000.00**  
**Broadcast Services – KSMU Radio** **(One-Year Estimate)**

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

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

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

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

**Single Feasible Source > \$100,000**

**Consulting Services, Wellness Grant, Multiple Public School Districts** **\$233,057.00**  
**Ozarks Public Health Institute** **(Three-Year Period)**

Payment of year one consulting services processed to Health Assessment Systems and Services (HASS) for a wellness initiative involving multiple Missouri public school districts.

Funding is from a Missouri Foundation for Health grant for January 1, 2018 through December 31, 2020. The project is referenced as SOAR-HIGH (Science, Observing, and Reporting-High School).

Year one as described in the awarded grant is \$79,289.00, which includes consultant, travel, and administrative fees. Years two (\$76,884.00) and three (\$76,884.00) are to be invoiced and paid annually. The total for the three-year period is \$233,057.00.

The objective is to improve nutrition, social-emotional wellness, and physical activity across a six-county region, through nine high-school districts targeting 300 students, grades seven through ten. This project was proposed in response to a Missouri Department of Health and Senior Services (DHSS) biennial report revealing significant

**ACTIVITY REPORT  
PAGE SEVEN**

disparities, chronic disease incidence, and overall health outcomes within the multi-county region. Quantitative data will be captured through multiple health risk assessments administered strategically throughout the grant period.

HASS, LLC. has been chosen for its expertise in biometrics, previous project history, and extensive school connections in the targeted region. Its strategic geographic location facilitates administration of the grant requirements, and it is the exclusive and a key partner in this project.

As the primary developer of the SOAR High project, HASS has established contacts within the schools and partners in the six county region where the work will take place. No other entity has a comparable history for this project, nor the equivalent of its contacts through the schools. Its expertise in biometrics will be key to achieving the goals of this project. Without the HASS collaboration, the University could not administer the activity.

**Note: Funding to be from a grant from the Missouri Foundation for Health.**

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

**Service Agreement for Energy Savings Contract \$249,432.00  
Facilities Maintenance**

Recommend renewal of Planned Services Agreement with Johnson Controls, Incorporated (JCI) for the period of July 1, 2018 through June 30, 2019. The Board of Governors approved the Planned Services Agreement with JCI in June, 2007 with options to renew each year throughout the duration of the Phase I Energy Performance Guarantee Contract, which is through 2021.

The agreement is required in order to guarantee and satisfy the terms of the Phase I Energy Performance Guarantee Contract. Due to the proprietary nature of the temperature controls equipment, only JCI can provide the Building Environmental Specialist (BES) services.

Provisions include the full time services of a BES, and responsibilities include but are not limited to the following:

**ACTIVITY REPORT  
PAGE EIGHT**

- Monitoring, optimization, and operation
  - Building automation, life safety, and other associated control systems to maintain operational levels at acceptable measured levels
  - Mechanical equipment and systems associated with establishing and maintaining a quality building environment, including production of regular reports measuring this performance
- Inspection, testing, and maintenance of installed equipment
- Training of University personnel in the programming and operation of equipment
- Project support in retrofitting existing buildings with new temperature controls equipment
- Software licensing and software upgrades to installed control equipment

Payments will be made in four (4) quarterly installments of \$62,358.00 each.

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

**PREVIOUSLY AUTHORIZED BOARD OF GOVERNORS TRANSACTIONS**

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

<b>Periodicals, S1 Domestic Origin Meyer Library</b>	<b>\$440,000.00 (Estimated)</b>
--	-------------------------------------

Recommend renewal of Contract C4969-1 with Harrassowitz for the purchase of Class S1 Periodicals for the period July 1, 2018 through June 30, 2019. This renewal is the second of six available renewal options, and **as approved by the Board on June 15, 2016, subject to continued satisfactory performance, the University will each year exercise the remaining four available annual renewable options.** Contract prices and mailing services will remain the same as during the original contract period.

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

**ACTIVITY REPORT  
PAGE NINE**

**Single purchase > \$250,000**

**Broadcast Transmission Line and Component, Digital Television** **\$488,619.00**  
**Ozarks Public Television – KOZJ** **(Estimated)**

A purchase order has been issued to Spectrasite Communications, LLC for tower modifications and antenna installation for the Ozarks Public Television (OPT) KOZJ tower located in Joplin, Missouri.

Payment terms are twenty-five percent (25%) upon execution of the request, fifty percent (50%) upon commencement of construction, and twenty-five percent (25%) upon completion.

**Approval for the purchase is being submitted as a ratification by Administrative Services in a resolution to be approved at the May 17, 2018 Board of Governors Regular Meeting. The action was approved by the University President on March 6, 2018.**

**Note: Funding to be from the KOZJ Joplin Reassignment budget, funded from the Federal Communication Commission (FCC) Reimbursement Fund.**

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

**Buildings and Contents Insurance** **\$717,572.00**  
**All Campuses** **(Estimated One Year)**

Recommend approval to process payment to Marsh USA, Incorporated, for the buildings and contents insurance premium and service fees for the period July 1, 2018 through June 30, 2019.

Coverage is negotiated by the Midwestern Higher Education Compact (MHEC), as provided through Missouri statute 173.700, and is cooperatively administered by MHEC's Master Property Program (MPP) on behalf of higher education institutions in eleven member states. Added value to the process results from program involvement by a representative from the State of Missouri Office of Risk Management. All public universities in Missouri participate in this program.

**As approved by the Board on May 18, 2017, subject to ongoing need and satisfactory performance, future annual payments will be made on a continuing basis.**

**ACTIVITY REPORT**

**PAGE TEN**

Benefits include significant market leverage, program rates that typically benchmark below industry averages, spread of risk, and the sharing of losses.

The aggregate annual premium is impacted by factors that include current insurance market conditions, recent loss history for the consortium as a whole, members' risk profiles, and building valuations by institution. Further, an additional layer of dollar coverage was added in the past to accommodate the increase in building valuations resulting from new construction and renovation. The total current valuation for the University's buildings and contents is approximately \$2,000,000,000.00.

Established in 1994, the Master Property Program's goal is to leverage economies of scale to broaden property insurance coverage, reduce premium rates, and encourage improved asset protection strategies for colleges and universities in the Compact. Marsh USA, Incorporated, is a leading world insurance broker and strategic risk advisor.

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

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

<b>Periodicals, S2 European Origin Meyer Library</b>	<b>\$750,000.00 (Estimated)</b>
--	-------------------------------------

Recommend renewal of Contract C6623-1 with Otto Harrassowitz, for the purchase of Class S2 Periodicals for the period July 1, 2018 through June 30, 2019. This renewal is the fourth of six available renewal options, and **as approved by the Board on June 15, 2016, subject to continued satisfactory performance, the University will continue to exercise the remaining available annual renewable options.** Contract prices and mailing services will remain the same as during the original contract period.

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

III.D.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the months of February 2018 and March 2018.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the months of February 2018 and March 2018, 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**

**February 2018 and March 2018**

This report documents activities managed by Planning, Design & Construction for the months of February 2018 and March 2018. 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.

**February 2018**

No activity to report.

**March 2018**

**Renovation of Rooms 422 and 424,  
Carrington Hall**

**Project Budget  
\$150,000.00**

Bids were received for the renovation of rooms 422 and 424 in Carrington Hall. A notice to proceed was issued to Rio Contracting, LLC in the amount of \$63,567.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Rio Contracting, LLC	\$63,567.00
Bales Construction Company, Inc.	\$69,800.00
Friga Construction Co.	\$81,800.00
Kenmar Construction, Inc.	\$91,000.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$16,000.00
Construction Contracts	\$63,567.00
Other Construction Costs	\$17,433.00
Project Administration	\$4,050.00
Construction Contingency	\$12,150.00
Furniture, Fixtures, and Equipment	\$32,500.00
Telecommunications	\$3,500.00
Relocation Costs	\$800.00
<b>Total Project Budget</b>	<b>\$150,000.00</b>

Other construction costs include demolition and asbestos abatement. This project is being paid from the Carrington Renovation budget funded by the Financial Services and Administrative Services budgets.

III.D.2.

**RECOMMENDED ACTION – Ratification of lease amendment for television tower space for KOZJ-Joplin between Missouri State University and American Tower Asset Sub, LLC.**

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

**WHEREAS**, the University operates public television station KOZJ; and

**WHEREAS**, KOZJ requires television tower space in Joplin, Missouri, for the purpose of transmitting KOZJ programming to the Joplin, Missouri market; and

**WHEREAS**, America Tower Asset Sub, LLC has agreed to continue to lease tower space to the University for Three Thousand Nine Hundred and Seven Dollars (\$3907.00) per month or Forty Six Thousand Eight Hundred and Eighty Four Dollars (\$46,884.00) per year subject to an annual escalator; and

**WHEREAS**, the proposed amendment extends the current Term of the Agreement through October 31, 2038; and

**WHEREAS**, the proposed amendment outlines required capital contributions for tower modifications related to the Federal Communication Commission (FCC) repack in the amount of \$488,619.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that this lease agreement be ratified and that the Vice President for Administrative Services has signed said lease agreement.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:** This amendment continues an existing lease through 2038 and provides television tower space for KOZJ in Joplin, Missouri. The lease agreement is with American Tower Asset Sub, LLC with lease payments issued to Spectrasite Communications Inc., a subsidiary of American Tower. Monthly lease payments are paid from the OPT annual operational budget. The \$488,619 repack-related costs will be paid by the KOZJ Joplin Reassign budget funded by the Federal Communication Commission (FCC) Reimbursement Fund.

**FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "*First Amendment*") to that certain License Agreement dated June 13, 2008 (the "*License*") by and between American Tower Asset Sub, LLC and Board of Governors of Missouri State University, (the "*Agreement*") is made and entered into as of the latter signature date hereof, by and between American Tower Asset Sub, LLC, a Delaware limited liability company (the "*Licensors*") and Board of Governors of Missouri State University, a public Institution of higher education in the State of Missouri (the "*Licensee*") (collectively, the "*Parties*").

**RECITALS**

WHEREAS, Licensors owns a certain communications tower and leases a certain parcel of land located at 1928 West Thirteenth St., Joplin, MO 64801-3818 more commonly known to Licensors as the Joplin 999, MO tower site (the "*Tower Site*"); and

WHEREAS, Licensors and Licensee entered into the Agreement for the use of portions of the Tower Site; and

WHEREAS, Licensee desires to modify its equipment at the Tower Site and to replace its existing Channel 25 antenna with a new Channel 35 antenna ("*Modified Equipment*"); and

WHEREAS, the Parties desire to amend certain terms of the Agreement; and

WHEREAS, Lessee, as part of the Federal Communications Commission's ("*FCC*") "Spectrum Incentive Auction" authorized by the United States Congress under the Middle Class Tax Relief and Job Creation Act of 2012 under Public Law 112-96, is changing KOZJ's current Channel of from 25 (535-548 MHz) to Channel 35 (596-602 MHz) in Phase 2 of the Transition Plan.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensee shall modify its equipment for a final installed configuration pursuant to Exhibit A-1.
- 2) Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A-1 and Licensee's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
- 3) Paragraph 1 of the Terms and Conditions of the Agreement shall be modified to

include the following:

The Tower Site may be used only for broadcasting operations by Licensee associated with Channel 35/ 596-602MHz (FCC Facility ID # 51101) (the "**Channel**") (the "**Permitted Use**") and for operations incidental thereto.

- 4) Licensee shall make a capital contribution, in the amount of \$488,619.00 (the "**Capital Contribution Fee**") in accordance with the budget and milestone schedule established by Licensor and approved by Licensee, which Capital Contribution Fee may be adjusted to reflect the actual costs of the construction project, tower infrastructure equipment, engineering, and other related services provided by Licensor. Licensee will pay Licensor the Capital Contribution Fee in three installments including: twenty-five percent (25%) upon the full execution of First Amendment; fifty percent (50%) upon the commencement of construction; and remaining amount, estimated at twenty-five percent (25%) upon construction completion, which amount will be reconciled based upon the actual costs for the project to the original estimate.
- 5) The current Term of the Agreement shall be extended through October 31, 2038.
- 6) Notwithstanding anything to the contrary in the Agreement, Licensee's pro rata share of costs and expenses pursuant to Section 5 of the License shall not exceed 33.33% per annum.
- 7) Notwithstanding anything to the contrary in the Agreement, the offer to Licensee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this First Amendment by Licensor but before the Commencement Date of the installation of Licensee's Modified Equipment indicates that the Tower Site is not suitable for Licensee's Modified Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Site on mutually agreeable terms.
- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

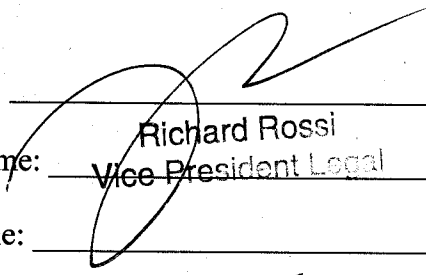
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Licensors Site Name/Number: Joplin 999, MO / 306149  
Licensors Contract Number: 242791  
Licensee Site Name/Number: KOZJ Channel 35, Phase 2  
ASR/FID: 1012933/ 51101

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals to this First Amendment to that certain License Agreement as of the day and year first written below:

**LICENSOR:**

American Tower Asset Sub, LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Richard Rossi  
Vice President Legal

Title: \_\_\_\_\_

Date: 3-15-18

**LICENSEE:**

Board of Governors of Missouri State University, a public Institution of higher education in the State of Missouri

By:  \_\_\_\_\_

Name: Matthew D. Morris

Title: Vice President for Administrative Services

Date: 3/7/18

Licensor Site Name/Number: Joplin 999, MO / 306149  
Licensor Contract Number: 242791  
Licensee Site Name/Number: KOZJ Channel 35, Phase 2  
ASR/FID: 1012933/ 51101

**Exhibit A-1**

Exhibit A-1						
<b>Customer Name:</b> OZARK PUBLIC TELEVISION		<b>ATC Asset Name:</b> Joplin 999		<b>ATC Asset #:</b> 306149		
<b>Customer Site Name:</b> KOZJ Channel 35, Phase 2				<b>Customer Site #:</b> FID 51101/ ASR 1012933		
<b>GROUND SPACE REQUIREMENTS</b>						
<b>Total Lease Area</b> Sq. Ft: 0.00'	<b>Primary Contiguous Lease Area</b>		L:0.00'	W:0.00'	H:	Sq. Ft: 0.00
	<b>Outside Primary Lease Area</b>		N/A	N/A	N/A	Sq. Ft: N/A
<b>UTILITY REQUIREMENTS</b>						
Generator: N/A	Capacity(KW): N/A	Fuel Tank Size(gal): N/A	Fuel Type: N/A	Fuel Tank Setback(radius): N/A		
<b>UTILITY REQUIREMENTS</b>						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
<b>UTILITY REQUIREMENTS</b>						
Type: TX	Quantity: 1	TX Power(watts): 6000		ERP(watts): 68000		
<b>UTILITY REQUIREMENTS</b>						
Type	TV	YAGI	N/A	N/A	N/A	N/A
Manufacturer	RFS	Scala	N/A	N/A	N/A	N/A
Model #	RD-16RFS(OM)-500626-SL	CL-FMRX/VRM/50N	N/A	N/A	N/A	N/A
Dimensions HxWxD	334.8" x 9.5" x 9.5"	66.4" x 94.6" x 3"	N/A	N/A	N/A	N/A
Weight(lbs.)	542.0	18.0	N/A	N/A	N/A	N/A
Location	Tower	Tower	N/A	N/A	N/A	N/A
RAD Center AGL	850.0'	505.0'	N/A	N/A	N/A	N/A
Antenna Tip Height	864.0'	507.8'	N/A	N/A	N/A	N/A
Antenna Base Height	836.0'	502.2'	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	Leg/Flush	N/A	N/A	N/A	N/A
Quantity	1	1	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	0	90	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	MHz	N/A	N/A	N/A	N/A
TX Frequency	CH.35 (596-602Mhz)	5000-6000	N/A	N/A	N/A	N/A
RX Frequency	N/A	UHF	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	N/A	6.5	N/A	N/A	N/A	N/A
Total # of Lines	1	1	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
Line Type	Coax	Coax	N/A	N/A	N/A	N/A
Line Diameter Size	3" Coax	5/8" Coax	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#4-OAA716934

III.D.3.

**RECOMMENDED ACTION** – Approval of bids and award of a contract for the exterior improvements at Hill Hall.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the bid of MTS Contracting, Inc. in the amount of Three Hundred Twenty-four Thousand and 00/100ths dollars (\$324,000.00) for the base bid for the exterior improvements at Hill Hall be accepted, approved, and awarded.

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

<b>Project Budget</b>	
Consultant Fees	\$49,750.00
Construction Costs	\$324,000.00
Project Administration	\$6,250.00
Construction Contingency	\$115,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$495,000.00</b>
<b>Funding Source</b>	
Hill Hall Exterior Improvements budget	\$495,000.00
<b>Total Funding Source</b>	<b>\$495,000.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the Hill Hall Exterior Improvements budget funded by the FY18 Maintenance and Repair Operating and FY19 Maintenance and Repair Operating budgets.

**BE IT FURTHER RESOLVED** that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

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

NAY \_\_\_\_\_

**COMMENTS:**

The bids received on this project are as follows:



<b>Contractor</b>	<b>Base Bid</b>
<b>Mid-Continental Restoration Company, Inc.</b>	\$191,170.00
<b>MTS Contracting, Inc.</b>	\$324,000.00
<b>C &amp; M Restoration, Inc.</b>	\$377,784.00
<b>Carson-Mitchell, Inc.</b>	\$422,612.00
<b>Friga Construction Company</b>	\$487,000.00

The project includes exterior improvements necessary to prevent water infiltration throughout the building. The work includes repairing and replacing roof sections, re-pointing and sealing of the stone façade, and removing and replacing window sealant. The work is scheduled to be completed by the 2018 fall semester.

Unit prices were also received during bidding and additional areas may be addressed as needs are identified. The contingency for this project is larger than normal to allow for correcting additional areas by using unit prices.

Upon evaluation of bids, it was confirmed that the low bidder of Mid-Continental Restoration Company, Inc. provided invalid unit prices that would not be honored upon award. Consequently, MTS Contracting provided the lowest bid with valid and honorable unit prices.

This project will be paid from the Hill Hall Exterior Improvements budget funded by the FY18 Maintenance and Repair Operating (\$50,000.00) and the FY19 Maintenance and Repair Operating (\$445,000.00) budgets.

MISSOURI STATE UNIVERSITY

III.E.1.

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

**RANKED FACULTY APPOINTMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Andrea D. Applegate	Assistant Professor Physician Assistant Studies (12-month appointment)	\$80,000 annually	05/01/18
Ajay Katangur	Department Head Professor with Tenure Computer Science (12-month appointment)	\$135,000 annually	08/01/18
Jordan Belisle	Assistant Professor Psychology	\$55,000 annually	08/13/18
Christopher Carver	Assistant Professor Counseling, Leadership & Special Education	\$55,000 annually	08/13/18
Jacob G. Hendricks	Assistant Professor Computer Science	\$76,000 annually	08/13/18
Dennis Jamrose	Assistant Professor Marketing	\$115,000 annually	08/13/18
Blanca J. Martinez	Assistant Professor Modern & Classical Languages	\$52,000 annually	08/13/18
Sarah Mellors	Assistant Professor History	\$56,000 annually	08/13/18
Rita M. Million	Assistant Professor School of Nursing	\$65,000 annually	08/13/18
Jeremy Neely	Assistant Professor History	\$56,000 annually	08/13/18

Academic Personnel Board Actions, cont'd.

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Kennedy Ongaga	Assistant Professor Counseling, Leadership & Special Education	\$60,000 annually	08/13/18
Erin Plisco	Assistant Professor Music	\$51,000 annually	08/13/18
Rebecca Rast	Assistant Professor Marketing	\$115,000 annually	08/13/18
Gregory P. Tapis	Assistant Professor School of Accountancy	\$130,000 annually	08/13/18
Abby Templer Rodrigues	Assistant Professor Sociology & Anthropology	\$55,000 annually	08/13/18
Siyu Wang	Assistant Professor Economics	\$75,000 annually	08/13/18
Mary K. Wroblewski	Assistant Professor History	\$56,000 annually	08/13/18
Sarah Morrison	Assistant Professor Physics, Astronomy & Materials Science	\$61,000 annually	08/12/19

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Ashley Payne	Instructor Psychology	\$42,000 annually	08/13/18 05/17/19

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kathryn Fichter	Assistant Professor Chemistry	05/18/18
Danielle Lillge	Assistant Professor English	05/18/18
Taryne M. Mingo	Assistant Professor Counseling, Leadership & Special Education	05/18/18
Robert T. Morris	Assistant Professor Biomedical Sciences	05/18/18
Samantha Mosier	Assistant Professor Political Science	05/18/18
Rebecca J. Smotherman	Instructor Counseling, Leadership & Special Education	05/18/18
Tracy L. Cleveland	Associate Professor Physician Assistant Studies (12-month appointment)	05/31/18

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Bernard J. McCarthy	Professor Criminology & Criminal Justice	05/18/18
John Rosenkoetter	Professor Psychology	05/18/18
Tammy R. Stewart	Assistant Professor Library	05/18/18

**NON-REAPPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Scott E. Bloom	Instructor Economics	05/18/18

Michele Brown	Visiting Instructor School of Social Work	05/18/18
Anne Colombo	Senior Instructor Modern & Classical Languages	05/18/18
Kyle T. Miller	Instructor History	05/18/18

**LEAVE WITH PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Scott E. Bloom	Instructor	01/08/18
	Economics	05/18/18
David R. Goodwin	Associate Professor	01/08/18
	Reading, Foundations & Technology	05/18/18
Dennis V. Hickey	Distinguished Professor	01/23/18
	Political Science	05/18/18

**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.

Dennis V. Hickey	Distinguished Professor, Political Science Academic Year 2018/2019 Conducting research on internal political changes in both China and Taiwan and their impact on relations between the two countries with each other and the U.S. This research will include travel to China and in-person interviews.
Hui Liu	Professor, Computer Science Fall 2018 Behavior mining for group movement patterns in large scale opportunistic networks.

Gary Meints	Associate Professor, Chemistry Fall 2018 Using solution and solid-state NMR as techniques to determine fundamental properties and interactions of DNA.
Judith L. Meyer	Professor, Geography, Geology & Planning Fall 2018 Historical Analysis of Mode Wineman photographs and written materials in the decades before and after the establishment of the National Park Service and completion of a rephotography project of Howard Eaton's Yellowstone tours. 1912 – 1922.
Jorge Rebaza-Vasquez	Professor, Mathematics Fall 2018 Textbook writing & research in dynamical systems.

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Dean Cuebas	From: Associate Professor Chemistry To: Faculty Emeritus Chemistry	Status Change	02/01/18
David M. Claborn	Masters of Public Health Director Associate Professor Master of Public Health	Reappointment	07/01/18 06/30/19
Ronald L. Coulter	Department Head Professor Marketing	Reappointment	07/01/18 06/30/19
Jorge Rebaza-Vasquez	Interim Department Head Computer Science	Reappointment	07/01/18 07/31/18
Letitia J. White	Associate Dean College of Health & Human Services Department Head Professor Communication Sciences & Disorders	Reappointment	07/01/18 06/30/19

Academic Personnel Board Actions, cont'd.

Page 6

John R. Williams	Director, School of Accountancy Associate Professor School of Accountancy	Reappointment	07/01/18 06/30/19
O. Gilbert Brown	From: Associate Dean College of Education Professor Counseling, Leadership & Special Education \$103,082 annually (12 – month appointment) To: Professor Counseling, Leadership & Special Education \$78,196 annually (9 – month appointment)	Status Change	08/01/18
Yungchen Cheng	From: Professor Mathematics To: Faculty Emeritus Mathematics	Status Change	08/01/18
Sharon Harper	From: Professor Art & Design To: Faculty Emeritus Art & Design	Status Change	08/01/18
Cynthia Libby	From: Professor Music To: Faculty Emeritus Music	Status Change	08/01/18
Bernard J. McCarthy	From: Professor Criminology & Criminal Justice To: Faculty Emeritus Criminology & Criminal Justice	Status Change	08/01/18
John Rosenkoetter	From: Professor Psychology To: Faculty Emeritus Psychology	Status Change	08/01/18

James Sottile	From: Associate Dean College of Education Professor Counseling, Leadership & Special Education \$103,082 annually (12 – month appointment)	Status Change	08/01/18
	To: Professor Counseling, Leadership & Special Education \$80,626 annually (9 – month appointment)		
Tammy R. Stewart	From: Assistant Professor Library	Status Change	08/01/18
	To: Faculty Emeritus Library		
Rose A. Utley	From: Professor School of Nursing	Status Change	08/01/18
	To: Faculty Emeritus School of Nursing		

**REAPPOINTMENTS:**

Non-tenured, unranked faculty, effective August 13, 2018 through May 17, 2019, unless otherwise noted.

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Andrew Goodwin Artist-in-Residence

Department of Communication

Deanna Butcher Instructor  
Allison Coltharp Senior Instructor  
Nora Cox Senior Instructor  
Jason Howard Instructor  
Gary Iman Senior Instructor  
Didem Koroglu Instructor



Academic Personnel Board Actions, cont'd.

Page 8

Jerri Lynn Kyle	Senior Instructor
Taleyna Morris	Instructor
Roberta Rowe	Senior Instructor
Heather Walters	Senior Instructor

Department of English

Roberta Berry	Senior Instructor
Sara Burge	Senior Instructor
Mara Cohen Ionnides	Senior Instructor
Joel W. Coltharp	Instructor
Tracy Dalton	Senior Instructor
Sean Herring	Practitioner-in-Residence
Earl Holmer	Senior Instructor
Jennifer Murvin	Senior Instructor
Angelia Northrip-Rivera	Senior Instructor
Lori Rogers	Senior Instructor
John Turner	Senior Instructor

Department of Media, Journalism & Film

Jack E. Dimond	Senior Instructor
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Department of Modern & Classical Languages

J. Dane Wallace	Instructor
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Department of Music

Kyle Aho	Instructor
Martin Morrison	Instructor
Vicky Scott	Instructor

COLLEGE OF BUSINESS

School of Accountancy

Samuel Bass	Instructor
Michael R. Hammond	Senior Instructor
James Hines	Instructor
Kristen E. Jones	Instructor
Julia K. Ravenscraft	Instructor

Department of Finance & General Business

Jana Ault-Phillips	Instructor
Russell K. Meek	Instructor
Kathleen Larkin	Instructor

Department of Management & Information Technology

Michael Albritton	Instructor
Rebekah Austin	Instructor
Richard Burton	Instructor
Dana Frederick	Instructor
Radhika Kaula	Instructor
Jennifer Lowenthal-Hershey	Instructor
Glenn Pace	Senior Instructor
Patrick Sells	Instructor
Jo Lynne Stalnaker	Instructor
Cathryn Van Landuyt	Senior Instructor
Chen Yan	Instructor
Jiangmin Yu	Instructor

Department of Marketing

Sherry Cook	Senior Instructor
David Hammons	Instructor
Courtney Pham	Senior Instructor
Carly Pierson	Instructor

Department of Technology & Construction Management

Nancy Asay	Senior Instructor
David S. Joswick	Senior Instructor
Jacob A. Nelson	Instructor
Marciann Patton	Senior Instructor
Hariharan Naganathan	Visiting Assistant Professor

COLLEGE OF EDUCATION

Department of Childhood Education & Family Studies

Robin Koerber	Clinical Instructor
Cindy McMeley	Instructor
Debra Price	Instructor
Kimberly Roam	Clinical Instructor
Michelle Satterfield	Clinical Instructor

Cara Smith	Clinical Instructor
Melissa Schotthofer	Clinical Instructor
Sara Tipton	Clinical Instructor

Department of Reading, Foundations & Technology

Annice McLean	Senior Instructor
V. Jane Ward	Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Health & Human Services

Hillary Mayes	Instructor (07/01/18 – 06/30/19)
Kristin A. Paloncy	Clinical Assistant
Tara J. Stulce	Clinical Instructor

Department of Biomedical Sciences

Rickey D. Albaugh	Clinical Assistant Professor (07/01/18 – 06/30/19)
Natalie B. Allen	Clinical Instructor
Rebecca M. Allen	Instructor (07/01/18 – 06/30/19)
Ivy Fitzgerald	Instructor
Nicole Hendrickson	Instructor
Sarah E. Murray	Senior Instructor
Daniela E. Novotny	Instructor
Hillary Roberts	Senior Instructor
Tara J. Stulce	Clinical Instructor
Joseph P. Williams	Senior Instructor

Department of Communication Sciences & Disorders

Sarah Barber	Clinical Associate Professor
Edith Bobbitt-Boyce	Clinical Assistant Professor (07/01/18 – 06/30/19)
Deborah Cron	Clinical Professor (07/01/18 – 06/30/19)
Karen Engler	Clinical Professor (07/01/18 – 06/30/19)

Kimberly Ireland	Clinical Instructor (07/01/18 – 06/30/19)
Lauren Jones	Clinical Assistant Professor (07/01/18 – 06/30/19)
Sarah Jones	Clinical Instructor (07/01/18 – 06/30/19)
Holly Metcalf	Clinical Assistant Professor
Tara Oetting	Clinical Professor (07/01/18 – 06/30/19)
Jennifer Pratt	Clinical Associate Professor (07/01/18 – 06/30/19)

Department of Kinesiology

Jodie Adams	Practitioner-in-Residence
Amy Blansit	Instructor
Zachary Burt	Instructor (07/01/18 – 06/30/19)
Stacy Goddard	Instructor
Kirsten Hatz	Senior Instructor
Michael Keltner	Instructor
Larry Mays	Instructor

School of Nursing

Kathryn A. Adams	Clinical Instructor
Jan M. Atwell	Clinical Assistant Professor
Gay D. Carson	Clinical Instructor (07/01/18 – 06/30/19)
Shelley L. Carter	Clinical Assistant Professor
Carol A. Daniel	Clinical Assistant Professor
Carolyn F. Graves	Clinical Assistant Professor
Alisha K. Jones	Clinical Assistant Professor
Vanessa L. McConnell	Clinical Assistant Professor
Kathryn A. Patterson	Clinical Assistant Professor

Department of Occupational Therapy

Tara Boehne	Clinical Assistant Professor (07/01/18 – 06/30/19)
Traci Garrison	Clinical Instructor

Department of Psychology

Hannah Harris

Instructor  
(07/01/18 – 06/30/19)

Charles Hoogland  
Tanya L. Whipple

Instructor  
Senior Instructor

School of Social Work

Natalie Curry  
Jannette Eldred  
Tiffany Havlin  
Regina Russell

Clinical Instructor  
Clinical Instructor  
Clinical Instructor  
Clinical Assistant Professor

Department of Sports Medicine & Athletic Training

Allan J. Liggett

Clinical Associate Professor  
(07/01/18 – 06/30/19)

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Center for Archaeological Research

Neal H. Lopinot

Research Professor  
(07/01/18 – 06/30/19)

Jack H. Ray

Research Assistant Professor  
(07/01/18 – 06/30/19)

Department of Criminology & Criminal Justice

Diane M. Leamy  
Caryn E. Saxon

Senior Instructor  
Senior Instructor

Department of Economics

Andres F. Cantillo  
Julie H. Gallaway  
John S. Rabon

Instructor  
Senior Instructor  
Instructor

Department of History

Jacynda Ammons  
John R. Gram

Instructor  
Instructor

Department of Philosophy

Jake Bartholomew	Instructor
Michael Boyle	Senior Instructor
Anthony Chackal	Instructor

Department of Political Science

Nick L. Beatty	Instructor
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Department of Religious Studies

Amy C. Artman	Instructor
Lora J. Hobbs	Senior Instructor
Micki A. Pulleyking	Senior Instructor

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Hospitality Leadership

Abigale S. Ehlers	Senior Instructor
Jokima L. Hiller	Instructor
Wajeana G. White	Instructor

Department of Mathematics

Joann E. Barnett	Instructor
Patti Blanton	Senior Instructor
Robert S. Brown	Instructor
Roger L. Bunn	Instructor
Sylvia Carr	Instructor
Carolyn Shand-Hawkins	Instructor
Harry D. Shea	Instructor
Donna E. Sherrill	Senior Instructor
Gary L. Stafford	Senior Instructor
Linda Sun	Instructor
Anna M. Tripi	Instructor
Kimberly J. Van Ornum	Senior Instructor
Fan Zhou	Instructor

**GRANTED TENURE:**

(Effective August 13, 2018, unless otherwise noted)

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Brian C. Jennings

Associate Professor

Sarah Williams

Associate Professor

Department of English

Catherine English

Associate Professor

Department of Music

Carol L. Chapman

Associate Professor

Ann M. Daehn

Associate Professor

Jason Hausback

Associate Professor

Cameron LaBarr

Associate Professor

COLLEGE OF EDUCATION

Greenwood Laboratory School

Marilyn A. Broaddus

Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Biomedical Sciences

Amanda C. Brodeur

Associate Professor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Political Science

Ashley Leinweber

Associate Professor

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Chemistry

Matthew Siebert

Associate Professor

Department of Physics, Astronomy & Materials Science

Ridwan Sakidja

Associate Professor

**PROMOTIONS:**

**Change of academic rank (new rank indicated)**

(Effective August 13, 2018 unless otherwise noted)

COLLEGE OF AGRICULTURE

Department of Agriculture

Benjamin Onyango

Professor

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Brian C. Jennings

Associate Professor

Sarah Williams

Associate Professor

Department of English

Catherine English

Associate Professor

Department of Communication

Gary Iman

Senior Instructor

Department of Media, Journalism & Film

Andrew R. Cline

Professor

Department of Modern & Classical Languages

Jason R. Jolley

Professor

(07/01/18 to 06/30/18)

Department of Music

Carol L. Chapman

Associate Professor

Ann M. Daehn

Associate Professor

Jason Hausback

Associate Professor

Cameron LaBarr

Associate Professor



Department of Theatre & Dance

Melinda Robinson

Senior Instructor

Robert W. Westenberg

Professor

COLLEGE OF BUSINESS

Department of Technology & Construction Management

Nebil Buyurgan

Professor

Dana Haggard

Professor

COLLEGE OF EDUCATION

Department of Counseling, Leadership & Special Education

Michael E. Goeringer

Clinical Assistant Professor

Nathaniel E. Quinn

Senior Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Biomedical Sciences

Amanda C. Brodeur

Associate Professor

Robert T. Morris

Associate Professor

Department of Communication Sciences & Disorders

Sarah Barber

Clinical Associate Professor

Tara Oetting

Clinical Professor

(07/01/18 – 06/30/19)

Jennifer Pratt

Clinical Associate Professor

(07/01/18 – 06/30/19)

School of Nursing

Kathryn A. Adams

Clinical Assistant Professor

Kathryn A. Patterson

Clinical Associate Professor

Department of Occupational Therapy

Traci A. Garrison

Clinical Assistant Professor

School of Social Work

Regina Russell

Clinical Assistant Professor

Department of Sports Medicine & Athletic Training

Kristin A. Paloncy

Clinical Assistant Professor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Criminology & Criminal Justice

Aida Y. Hass

Professor

Paula K. Rector

Senior Instructor

Caryn E. Saxon

Senior Instructor

Ivy V. Yarckow-Brown

Senior Instructor

Department of History

David Gutzke

Distinguished Professor

Department of Political Science

Ashley Leinweber

Associate Professor

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Chemistry

Matthew Siebert

Associate Professor

Department of Computer Science

Jamil Saquer

Professor

Department of Geography, Geology & Planning

Jun Luo

Professor

Department of Mathematics

Shouchuan Hu

Distinguished Professor

Mark W. Rogers

Professor

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

\_\_\_\_\_ Nay

**COMMENTS:**

**Andrea D. Applegate, Assistant Professor, Physician Assistant Studies**

M.S. Missouri State University, 2010

B.S. Southwest Baptist University, 2006

Experience: 2015 – Present, Physician Assistant, Mercy – Cardiothoracic & Vascular Surgery, Springfield, Missouri; 2014 – 2015, Physician Assistant, Mercy – Cardiology, Springfield, Missouri; 2011 – 2014, Physician Assistant, Cox Heart Center – Cardiology, Branson, Missouri; 2011, Physician Assistant, Ozark Medical Associates, Lamar, Missouri; 2006 – 2013, Emergency Medical Technician/Dispatcher, Cox Health, Springfield, Missouri; 2004 – 2006, Communication Specialist, Polk County 911, Bolivar, Missouri.

**Jordan Belisle, Assistant Professor, Psychology**

Ph.D. Southern Illinois University, ABD

M.S. Southern Illinois University, 2015

B.A. St. Lawrence College, 2013

Experience: 2017 – Present, Regional Clinical Director, Applied Behavior Analysis of Illinois; 2016 – 2017, Staff Training & Research Consultant, Language & Cognitive Development Clinic; 2016 – 2017, Research & Clinical Supervisor, Illinois Center for Autism; 2016 – 2017, Research & Clinical Supervisor, Regions 3 Special Education Cooperative; 2016 – 2017, Clinic Manager, Language & Cognitive Development Clinic; 2015 – 2016, Behavior Analyst Consultant/Graduate Assistant, Illinois Center for Autism; 2013 – 2015, Behavior Specialist/Graduate Assistant, Illinois Center for Autism; 2013 – 2015, Behavior Specialist/Behavioral Intern, Regions 3 Special Education Cooperative; 2012, Intensive Practicum Student, Surrey Place Center for Autism.

**Christopher Carver, Assistant Professor, Counseling, Leadership & Special Education**

Ph.D. University of Arkansas, 2015

M.S. Missouri State University, 2010

B.A. Columbia College, 2006

Experience: 2015 – Present, Assistant Professor, Northeastern State University, Broken Arrow, Oklahoma; 2017 – Present, Adjunct Professor, University of Arkansas, Fayetteville, Arkansas; 2016 – Present, Counselor, Private Practice, Springfield, Missouri; 2012 – 2015, Graduate Assistant, University of Arkansas, Fayetteville, Arkansas; 2011 – 2012, Substance Abuse Counselor, Burrell Behavioral Health, Springfield, Missouri; 2010 – 2011, Counselor, CC Counseling, Nixa, Missouri; 2008 – 2010, Graduate Assistant, Missouri State University, Springfield, Missouri.

**Jacob G. Hendricks, Assistant Professor, Computer Science**

Ph.D. University of Arkansas, 2015  
M.A. University of Texas, 2008  
B.S. University of Arkansas, 2004

Experience: 2015 – Present, Assistant Professor, University of Wisconsin – River Falls, Wisconsin; 2012 – 2015, Graduate Assistant, University of Arkansas, Fayetteville, Arkansas; 2011 – 2012, Adjunct Instructor, University of Arkansas-Fort Smith, Fort Smith, Arkansas; 2009, Adjunct Instructor, North Arkansas College, Harrison, Arkansas; 2005 – 2008, Teaching Assistant, University of Texas, Austin, Texas.

**Dennis Jamrose, Assistant Professor, Marketing**

Ph.D. State University of New York, 2017  
M.S. Rochester Institute of Technology, 2008  
M.B.A. Rochester Institute of Technology, 2004  
B.S. Indiana University, 1999

Experience: 2012 – 2014, Teacher, State University of New York; 2014, 2015 & 2016, Teacher, Canisius College, Buffalo, New York; 2004 – 2008, Accounting Manager, Garlock Sealing Technologies, Palmyra, New York; 2002, Senior Accountant – Systems Analyst, Genencor International, Beloit, Wisconsin; 2001 – 2002, Corporate Cost Accountant, Genencor International, Rochester, New York; 1999 – 2001, Cost Accountant, Genencor International, Elkhart, Indiana; 1994 – 1999, Senior Quality/Process Analyst, Solvay Enzymes, Elkhart, Indiana.

**Ajay K. Katangur, Department Head, Professor with Tenure, Computer Science**

Ph.D. Georgia State University, 2004  
M.S. Georgia State University, 2001  
B. Tech. Kakatiya Institute of Technology and Science, 1999

Experience: 2014 – Present, Program Coordinator, Texas A&M University, Corpus Christi, Texas; 2010 – Present, Associate Professor, Texas A&M University, Corpus Christi, Texas; 2004 – 2010, Assistant Professor, Texas A&M University, Corpus Christi, Texas; 2000 – 2001, Software Developer & Network Administrator, Professional Reviews Inc, Duluth, Georgia; 2000 – 2004, Graduate Research & Teaching Assistant, Georgia State University, Atlanta, Georgia; 2000, Graduate Lab Assistant, Georgia State University, Atlanta, Georgia; 2000, Teaching Assistant, Georgia State University, Atlanta, Georgia; 1999, Graduate Lab Assistant, Wright State University, Dayton, Ohio.

**Blanca J. Martinez, Assistant Professor, Modern & Classical Languages**

Ph.D.	University of Arkansas, 2017
M.A.	Missouri State University, 2005
B.L.	Universidad Autónoma de Nuevo León, 2002
B.Ed.	Escuela Normal Superior del Estado de Nuevo León, 2002

Experience: 2011 – 2016, University Instructor, Missouri State University, Springfield, Missouri; 2005 – 2011, Hispanic Initiative Coordinator, Missouri State University, Springfield, Missouri; 2005 – 2007, University Instructor, Missouri State University, Springfield, Missouri; 2003 – 2005, Graduate Assistant, Missouri State University, Springfield, Missouri; 2004 – 2006, Language Teacher, Central High School, Springfield, Missouri; 2002 – 2003, Language Teacher, Sparta R-III District, Sparta, Missouri; 2000 – 2002, College Instructor, Escuela Normal Superior del Estado, Monterrey, N.L. Mexico; 2000 – 2004, Summer College Instructor, Escuela Normal Superior del Estado, Monterrey, N.L. Mexico; 1997 – 1998, 6<sup>th</sup> Grade Teacher, Colegio Bilingüe Anáhuac, San Nicolás de los Garza, N.L. Mexico; 1996 – 1997, Language Teacher, Instituto Comercial Neolones, Monterrey, N.L. Mexico.

**Sarah Mellors, Assistant Professor, History**

Ph.D.	University of California, Irvine, Expected 2018
M.A.	University of California, Irvine, 2015
B.A.	Haverford College, 2009

Experience: 2017, Teaching Assistant, University of California, Irvine, California; 2016, Graduate Research Assistant, University of California, Irvine, California; 2014 – 2015, Teaching Assistant, University of California, Irvine, California; 2012, Instructor, East China Normal University, Shanghai, China; 2011 – 2012, Instructor, Nanjing University of Aeronautics & Astronautics, Nanjing, China.

**Rita M. Million, Assistant Professor, School of Nursing**

M.S.N.	University of Nebraska Medical Center, 2009
B.S.N.	College of Saint Mary, 2005
A.D.N.	College of Saint Mary, 1990

Experience: 2015 – Present, Instructor, College of Saint Mary, Omaha, Nebraska; 2014 – 2015, Post Licensure Director of Nursing Program, Nevada State University, Henderson, Nevada; 2014, Assistant Professor of Nursing, Missouri Western State University, St. Joseph, Missouri; 2013 – 2014, Director of Nursing Program, Northwest Missouri State University, Maryville, Missouri; 2013, Graduate Assistant, University of Nebraska Medical Center, Omaha, Nebraska; 2012, Instructor, University of Nevada, Las Vegas, Las Vegas, Nevada; 2011 – 2012, Graduate Assistant, University of Nebraska Medical Center, Omaha, Nebraska; 2011, Health Education Instructor, Southwest Community College, Creston, Iowa; 2010 – 2012, Nursing Instructor, College of Saint Mary, Omaha, Nebraska; 2009 – 2010, Adjunct Nursing Faculty, College of Saint Mary, Omaha, Nebraska; 2009, Project Manager – Clinical Trial, Creighton University, Omaha, Nebraska; 2005 – 2009, Graduate Assistant, University of Nebraska Medical Center, Omaha, Nebraska; 2001 – 2004, Home Health Nurse, Family Touch Home Health Care, Shenandoah, Iowa; 1999- 2005, R.N. Staff Nurse, Douglas County Health Center, Omaha, Nebraska, 1991 – 1994, R.N. Staff Nurse, Lutheran Nursing Home, Omaha, Nebraska; 1990 – 1991, R.N. Nurse, Douglas County Health Center, Omaha Nebraska.

**Sarah Morrison, Assistant Professor, Physics, Astronomy & Materials Science**

Ph.D. University of Arizona, 2017  
M.S. University of Arizona, 2015  
B.A. Cornell University, 2011

Experience: 2018, Course Instructor, Pennsylvania State University, State College, Pennsylvania; 2013 – 2017, Graduate Research Associate, University of Arizona, Tucson, Arizona; 2013 – 2016, NASA Earth & Space Sciences Fellow; 2011 – 2013, Graduate Research Assistant, University of Arizona, Tucson, Arizona; 2008 – 2011, Research Assistant, Cornell University, Ithaca, New York; 2008 – 2011, Camera Image Calibrator, Cornell University, Ithaca, New York; 2010, Summer Intern, Northern Arizona University, Flagstaff, Arizona; 2008, Summer Intern, Cornell University, Ithaca, New York.

**Jeremy C. Neely, Assistant Professor, History**

Ph.D. University of Missouri-Columbia, 2004  
M.A. University of Missouri-Columbia, 2000  
B.A. University of Missouri-Columbia, 1998

Experience: 2012 - Present, Instructor, Missouri State University, Springfield, Missouri; 2010 – 2012, Per Course, Missouri State University, Springfield, Missouri; 2007, Adjunct Professor, Cottey College, Nevada, Missouri; 2004, Instructor, University of Missouri-Columbia, Columbia, Missouri; 2000 – 2002, Graduate Assistant, University of Missouri-Columbia, Columbia, Missouri.

**Kennedy O. Ongaga, Assistant Professor, Counseling, Leadership & Special Education**

Ph.D. Michigan State University, 2007  
M.A. Michigan State University, 2002  
B.Ed. Moi University, 1994

Experience: 2013 – 2017, Senior Lecturer, Faculty of Education & Human Resource Development, Kisii University, Kenya; 2008 – 2013, Assistant Professor, University of North Carolina, Wilmington, North Carolina; 2009 – 2013, Coordinator, K-12 International Outreach, University of North Carolina, Wilmington, North Carolina; 2005 – 2007, Project Coordinator, Michigan State University, East Lansing, Michigan; 2003 – 2005, Research Assistant, Michigan State University, East Lansing, Michigan; 2004, Coordinator, African e-Journals Project, Michigan State University, East Lansing, Michigan; 2002, Instructor, Michigan State University, East Lansing, Michigan; 2001 – 2003, Research Assistant, Michigan State University, East Lansing, Michigan; 2000 – 2001, Instructor, Lansing Community College, Lansing, Michigan; 2002, Principal Intern, Lansing, Michigan; 2000, Administrative Assistant, Lansing Community College, Michigan; 1996 – 1999, Assistant Principal, Iterio High School, Kenya.

**Erin Plisco, Assistant Professor, Music**

D.M.A. University of Arizona, Expected May 2018  
M.M. Trinity College – University of Cambridge, 2014  
M.A. Christopher Newport University, 2010  
B.M. Christopher Newport University, 2009

Experience: 2016 – Present, Graduate Teaching Assistant, The Arizona Choir, University of Arizona, Tucson, Arizona; 2015 – 2016, Conductor, University of Arizona, Tucson, Arizona; 2014 – 2015, Conductor/Assistant Conductor, East Carolina University Women's Choir, Greenville, North Carolina; 2015, Teaching Assistant, East Carolina University, Greenville, North Carolina; 2015, Guest Lecturer, Christopher Newport University, Newport News, Virginia; 2015, Guest Lecturer, East Carolina University, Greenville, North Carolina; 2013, Guest Presenter, Christopher Newport University, Newport News, Virginia; 2010 – 2013, Director of Choral Studies, Pinecrest High School, Southern Pines, North Carolina; 2010, Student Teaching Internship; Western Branch High School, Chesapeake, Virginia.

**Rebecca Rast, Assistant Professor, Marketing**

Ph.D. Louisiana State University, Expected May 2018  
M.B.A. Missouri State University, 2002  
B.S. Missouri State University, 2001

Experience: 2014 – Present, Teaching Assistant, Louisiana State University, Baton Rouge, Louisiana; 2017, Per Course Instructor, Louisiana State University, Baton Rouge, Louisiana; 2007 – 2014, Per Course Instructor, Missouri State University, Springfield, Missouri.

**Gregory P. Tapis, Assistant Professor, School of Accountancy**

Ph.D. Mississippi State University, 2012  
M.Acc. Auburn University, Expected Summer 2018  
B.S. University of Massachusetts Dartmouth, 2004

Experience: 2011 – Present, Assistant Professor, Augustana College, Rock Island, Illinois; 2010 – 2011, Instructor, Mississippi State University, Mississippi State, Mississippi; 2007 – 2010, Teaching Assistant, Mississippi State University, Mississippi State, Mississippi; 2004 – 2007, Senior Consultant, Berry, Dunn, McNeil & Parker, Portland, Maine; 2003 – 2004, Assistant Accountant, O'Connor & Drew, P.C., Braintree, Massachusetts.

**Abby Templer Rodrigues, Assistant Professor, Sociology & Anthropology**

Ph.D. University of Massachusetts, 2018  
M.A. University of Massachusetts, 2014  
B.S. Missouri State University, 2005

Experience: 2017 – Present, Instructor, Lycoming College, Williamsport, Pennsylvania; 2011 – 2016, Instructor, University of Massachusetts, Amherst, Amherst, Massachusetts; 2006 – 2011, Teaching Assistant, University of Massachusetts, Amherst, Amherst, Massachusetts.

**Siyu Wang, Assistant Professor, Economics**

Ph.D.	George Mason University, 2016
M.A.	George Mason University, 2012
B.S.	Shanghai Jiao Tong University, 2010

Experience: 2016 – Present, Economist, Ford Motor Company; 2010 – 2016, Graduate Research Assistant, George Mason University, Fairfax, Virginia; 2013 – 2015, Undergraduate Class Instructor, George Mason University, Fairfax, Virginia.

**Mary K. Wroblewski, Assistant Professor, History**

M.A.	University of Michigan, 2011
J.D.	Indiana University, 2009
M.A.	Indiana University, 2006
B.A.	University of Michigan, 2003

Experience: 2013 – Present, Graduate Student Instructor, University of Michigan, Ann Arbor, Michigan; 2011, Student Teacher, Northville High School, Northville, Michigan; 2005 – 2006, Course Assistant, Indiana University, Bloomington, Indiana.



**ADDENDUM A**

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Alberty, Amber	Management & Information Tech	\$1,680.00
Aldrich, Donna	Reading Foundations & Tech	\$680.00
Ampleman, James	Marketing	\$1,920.00
Appelquist, John	Criminology	\$1,600.00
Athmer, Keith	Management & Information Tech	\$1,560.00
Austin, Jerome	Agriculture	\$1,000.00
Baker, Joann	Comm Sciences & Disorders	\$400.00
Barnett, Helen	Sociology & Anthropology	\$2,040.00
Beckman, Daniel	Biology	\$1,720.00
Bennett, Susan	Theatre & Dance	\$3,400.00
Bihlmeyer, Jaime	Media Journalism & Film	\$1,680.00
Bishop, Rhonda	Childhood Ed & Family Studies	\$3,825.00
Borich, Michael	Media Journalism & Film	\$2,000.00
Botsford, Diana	Media Journalism & Film	\$240.00
Brady, Katherine	Marketing	\$5,360.00
Brinkman, Bryan	History	\$1,760.00
Brocaille, Nicole	Psychology	\$1,360.00
Brown, Bryan	Communication	\$760.00
Brown, Gina	Childhood Ed & Family Studies	\$1,200.00
Bruce, Richard	Tech & Construction Mgmt	\$480.00
Buergler, Melanie	Psychology	\$1,360.00
Burnett, Thomas	Kinesiology	\$2,508.00
Bush, Rachel	Theatre & Dance	\$2,840.00
Carstens, Kenneth	Sociology & Anthropology	\$3,000.00
Coker, Calvin	Communication	\$800.00
Coker, Whitney	Communication	\$1,560.00
Collins, Christopher	Communication	\$1,560.00
Cook, Heather	Media Journalism & Film	\$800.00
Cornelius-White, Cecily	Psychology	\$2,745.00
Craigo, Karen	English	\$920.00
Dalbom, Clinton	Agriculture	\$3,000.00
Dibble, Laurel	Media Journalism & Film	\$800.00
Dixon, Stephanie	Psychology	\$1,560.00
Dobson, Lemont	Honors College	\$2,400.00
Dorman, Chelsea	Reading Foundations & Tech	\$1,520.00

Academic Personnel Board Actions, cont'd.

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Dossett, Elizabeth	English	\$880.00
Eady, Jerry	School of Nursing	\$280.00
Elliott, Travis	Agriculture	\$1,560.00
Elliott, W. Anson	Agriculture	\$2,920.00
Ford, Tiffany	Management & Information Tech	\$3,240.00
Foster, Jeffrey	Psychology	\$1,400.00
Frietze, Joseph	Graduate College	\$600.00
	Psychology	\$600.00
Gardner, Kathryn	Biomedical Sciences	\$7,177.00
Gardner, Kenneth	English	\$760.00
Geipel, Gary	Defense & Strategic Studies	\$3,400.00
Gillman, Kimberly	Childhood Ed & Family Studies	\$960.00
Greenwood, Molly	Communication	\$760.00
Gross, David	English	\$800.00
Groves, Jeffrey	Graduate College	\$600.00
Happel, Rachel	Psychology	\$1,120.00
Harrison, Glenda	Sociology & Anthropology	\$2,360.00
Hawkins, Luciane	Childhood Ed & Family Studies	\$640.00
Hieber, Daniel	Philosophy	\$1,800.00
Hittenberger-Ortiz, Rhonda	Childhood Ed & Family Studies	\$1,040.00
Hope, Kathryn	School of Nursing	\$280.00
Hunt, Dana	School of Nursing	\$427.00
Jackson, Wendy	Social Work	\$840.00
Johnson, Julie	Modern & Classical Languages	\$2,760.00
Johnson, Laura	Childhood Ed & Family Studies	\$1,160.00
Karr, Jeffrey	Modern & Classical Languages	\$640.00
Karuppan, Corinne	Management & Information Tech	\$880.00
Kepling, Vicke	English	\$760.00
Kiras, James	Defense & Strategic Studies	\$5,500.00
Kitchin, Jonathan	English	\$840.00
Krumme, Gregg	Biomedical Sciences	\$1,440.00
Kyle, Michael	Criminology	\$1,920.00
Lakin, Brenda	Counseling, Lead & Spc Ed	\$1,200.00
Leggitt, Stephen	English	\$880.00
Lescano, Brittany	Management & Information Tech	\$4,720.00
Lippelman, Vanessa	Psychology	\$2,720.00
Loffler, Robert	Music	\$539.00
Lucido, Joseph	English	\$880.00
Lukavich, Andrew	Management & Information Tech	\$1,520.00
Maas, Richard	Physical Therapy	\$2,745.00
Manley, Heather	Psychology	\$1,320.00

Academic Personnel Board Actions, cont'd.

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Massey, Dallas	Biomedical Sciences	\$960.00
McClure, Scott	Management & Information Tech	\$3,400.00
McCracken, Ramey	English	\$680.00
McDonald, Scott	Finance & General Business	\$1,760.00
Melley, Brendan	Defense & Strategic Studies	\$6,800.00
Miller, Arden	Psychology	\$680.00
Miller, Blake	Communication	\$1,560.00
Miller, Katherine	Psychology	\$1,680.00
Miller, Myra	Management & Information Tech	\$1,400.00
Moore, Paul	School of Nursing	\$880.00
Moore, Shaley	Communication	\$600.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$1,240.00
Newman, Kenneth	Management & Information Tech	\$1,120.00
Niekamp, Melissa	School of Nursing	\$720.00
Nye, Kimberly	Counseling, Lead & Spc Ed	\$1,573.00
Oberdiar, Louis	Psychology	\$427.00
Orhan, Can	Tech & Construction Mgmt	\$1,000.00
Oswalt, Mary	Comm Sciences & Disorders	\$1,040.00
Owen, Carla	Childhood Ed & Family Studies	\$2,000.00
Parker, Lane	Tech & Construction Mgmt	\$1,960.00
Patterson, Jane	Finance & General Business	\$1,600.00
Pennington, David	Communication	\$760.00
Pettijohn, James	Finance & General Business	\$3,560.00
Phillips, Melanie	Communication	\$1,440.00
Prosono, Marvin	Sociology & Anthropology	\$1,480.00
Puzach, Cheryl	Criminology	\$1,600.00
Qualls, Lisa	Music	\$4,400.00
Range, Bret	Counseling, Lead & Spc Ed	\$2,745.00
Raynor, James	Sports Med & Athletic Train	\$2,250.00
Rice, Judith	History	\$3,240.00
Rideout, Jennifer	Sociology & Anthropology	\$1,800.00
Rieger, Sharon	English	\$880.00
Robbins, Linda	Childhood Ed & Family Studies	\$2,280.00
Rushefsky, Mark	College of Business	\$9,500.00
Russell-Ice, Whitney	Theatre & Dance	\$1,400.00
Ryder, Christina	Sociology & Anthropology	\$2,850.00
Salchow, Jason	Agriculture	\$4,200.00
Scales, Megan	Sociology & Anthropology	\$1,880.00
Scarborough, James	Management & Information Tech	\$1,280.00
Schmitt, Vicki	Reading Foundations & Tech	\$2,520.00
Sims-Giddens, Susan	School of Nursing	\$3,166.00

Academic Personnel Board Actions, cont'd.

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Slinkark, Christopher	Accounting	\$1,520.00
Sly, James	Psychology	\$1,560.00
Smith, Susan	Political Science	\$3,800.00
Speckman, Cynthia	Communication	\$880.00
Stacy, Williams	Music	\$4,800.00
Stockburger, David	Psychology	\$520.00
Sutherland, Kelly	Childhood Ed & Family Studies	\$800.00
Sutliff, Jackson	English	\$1,720.00
Sutliff, Jennifer	English	\$920.00
Sutton, Kim	Childhood Ed & Family Studies	\$920.00
Sweetman, Heidi	Reading Foundations & Tech	\$760.00
Tintocalis, Stacy	English	\$840.00
Townsley, Megan	English	\$920.00
Tsahiridis, Peter	History	\$2,754.00
Turner, Melissa	Management & Information Tech	\$1,640.00
Van Arsdale, Ernest	Management & Information Tech	\$3,520.00
Varava, Kira	Communication	\$840.00
Walker, Amy	Modern & Classical Languages	\$680.00
Walker, Kristen	Music	\$4,280.00
Wall, Patricia	Counseling, Lead & Spc Ed	\$3,660.00
Wands, Brenda	Biomedical Sciences	\$2,240.00
Waters, Teresa	Childhood Ed & Family Studies	\$1,000.00
Wiles, Mike	Agriculture	\$2,700.00
Williams, James	Music	\$1,262.00
Williams, Jennifer	Childhood Ed & Family Studies	\$520.00
Williams, Kirby	Psychology	\$1,440.00
Yu, Hae Min	Childhood Ed & Family Studies	\$920.00
Zhou, QiongQiong	Biomedical Sciences	\$560.00

**The following have been appointed as Per Course Faculty for the Fall semester: August 13, 2018 through December 14, 2018.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ampleman, James	Marketing	\$3,300.00
Umbarger, Annesha	Criminology	\$3,000.00

**ADDENDUM B**

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ampleman, James	Marketing	\$3,300.00
Ahmed, Haydory	Economics	\$6,000.00
Amidon, Ethan	Criminology	\$6,437.00
Ammons, Jacynda	History	\$3,150.00
Argyle, Deidre	Art & Design	\$6,000.00
Artman, Amy	Religious Studies	\$5,295.00
Ashcroft, Paul	Accounting	\$750.00
Baker, Rebecca	Physics Astronomy & Mat Sci	\$3,571.00
Barnett, Joann	Mathematics	\$2,813.00
	Childhood Ed & Family Studies	\$1,875.00
Barreda, Albert	Hospitality Leadership	\$6,000.00
Basu Roy, Subhasree	Economics	\$5,437.00
Beatty, Nick	Political Science	\$6,231.00
Belshoff, Richard	Mathematics	\$12,091.00
Benedict-Chambers, Amanda	Childhood Ed & Family Studies	\$4,348.00
Bosch, Eric	Chemistry	\$8,093.00
Bowe, Laura	Biology	\$4,214.00
Boyle, Michael	Philosophy	\$3,405.00
Brahnam, S. Berlin	Management & Information Tech	\$4,750.00
Brown, Robert	Mathematics	\$2,813.00
Bunn, Roger	Mathematics	\$3,225.00
Buyurgan, Nebil	Tech & Construction Mgmt	\$10,250.00
Cadle, Lanette	English	\$6,000.00
Carr Sylvia	Mathematics	\$6,670.00
Cemore-Brigden, Joanna	Childhood Ed & Family Studies	\$9,094.00
Chackal, Anthony	Philosophy	\$3,150.00
Chang, Ching-Cheng	Finance & General Business	\$750.00
Chase, Keisy	Management & Information Tech	\$3,000.00
Clark, Anthony	Computer Science	\$6,000.00
Clark, Ronald	Marketing	\$250.00
Cobos, Liza	Hospitality Leadership	\$2,895.00
Crafts, Daniel	Hospitality Leadership	\$5,387.00
Crain, Susan	Finance & General Business	\$125.00
DeBode, Jason	Management & Information Tech	\$750.00
Dickerson, Bradley	Political Science	\$6,000.00

## Academic Personnel Board Actions, cont'd.

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Dimond, Jack	Media Journalism & Film	\$3,329.00
Ellickson, Mark	Political Science	\$11,051.00
Evans, Krista	Geography Geology & Planning	\$6,000.00
Flannery, Timothy	Economics	\$5,625.00
Foreman, Elizabeth	Philosophy	\$4,658.00
Foster, Lyle	Sociology & Anthropology	\$6,000.00
Foster, Michael	Theatre & Dance	\$3,202.00
Frederick-Hudson, Katherine	Biology	\$2,895.00
Friske, Wesley	Marketing	\$750.00
Gallaway, Terrel	Economics	\$6,810.00
Garg, Vinay	Management & Information Tech	\$250.00
Gerasimchuk, Nikolay	Chemistry	\$6,000.00
Goss, Benjamin	Management & Information Tech	\$250.00
Greene, Brian	Biology	\$4,625.00
Greene, Janice	Biology	\$3,818.00
Guo, Kanghui	Mathematics	\$12,839.00
Haggard, Dana	Management & Information Tech	\$1,125.00
Haggard, Kelly	Finance & General Business	\$1,875.00
Hall, David	Political Science	\$3,000.00
Hamwi, Georg	Marketing	\$2,250.00
Harbaugh, Adam	Mathematics	\$6,208.00
Harrison, Glenda	Sociology & Anthropology	\$2,850.00
Hart, Laura	Sociology & Anthropology	\$6,000.00
Harwood, William	Philosophy	\$6,000.00
Hass, Aida	Criminology	\$13,346.00
Heinlein, Kurt	Theatre & Dance	\$5,522.00
Hellman, Daniel	Music	\$2,108.00
Herr, Christopher	Theatre & Dance	\$5,508.00
Herring, Tara	Biology	\$3,150.00
Hickey, Dennis	Political Science	\$7,255.00
High, Brian	Chemistry	\$7,732.00
Hiller, Jokima	Hospitality Leadership	\$3,894.00
Hobbs, Lora	Religious Studies	\$3,604.00
Hoelscher, Carrisa	Communication	\$6,000.00
Hoelscher, Seth	Finance & General Business	\$5,250.00
Holladay, Holly	Media Journalism & Film	\$6,000.00
Hopper, Tina	Biology	\$2,700.00
Horton, Leonard	Media Journalism & Film	\$3,715.00
Huang, Shyang	Physics Astronomy & Mat Sci	\$5,584.00
Hughes, Joseph	Modern & Classical Languages	\$10,962.00
Hulme, Amy	Biomedical Sciences	\$6,000.00

Academic Personnel Board Actions, cont'd.

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Iqbal, Razib	Computer Science	\$6,000.00
Jean-Charles, Alex	Graduate College	\$4,208.00
Johnson, David	Political Science	\$9,594.00
Kageyama, Yoshimasa	Hospitality Leadership	\$6,000.00
Karr, Jeffrey	Modern & Classical Languages	\$4,896.00
Kaula, Rajeev	Management & Information Tech	\$250.00
Kenny, Erin	Sociology & Anthropology	\$6,000.00
Killion, John	Mathematics	\$5,970.00
Kisson-Charles, LaToya	Biology	\$6,000.00
Kovacs, Laszlo	Biology	\$9,165.00
Kuiper, Matthew	Religious Studies	\$6,000.00
Leamy, Diane	Criminology	\$7,197.00
Leasure, Stanley	Finance & General Business	\$1,000.00
Leinweber, Ashley	Political Science	\$4,193.00
Li, LinDa	Marketing	\$10,000.00
Lombilla, Luis	Modern & Classical Languages	\$6,579.00
Lupfer, Christopher	Biology	\$4,208.00
Masterson, Gerald	Graduate College	\$12,413.00
Mathew, George	Mathematics	\$6,144.00
Mbanga, Cedric	Finance & General Business	\$7,750.00
McClure, Scott	Management & Information Tech	\$3,000.00
Metzker, Helena	Chemistry	\$4,543.00
Meyer, James	Childhood Ed & Family Studies	\$5,219.00
Mirza, Babur	Biology	\$6,000.00
Mitchell, David	Economics	\$6,612.00
Mitra, Mahua	Economics	\$6,876.00
Morgan, Michelle	History	\$4,569.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$2,445.00
Nelson, Eric	History	\$5,572.00
Nelson, Walt	Finance & General Business	\$750.00
Panzer, Sarah	History	\$6,000.00
Perkins, David	Geography Geology & Planning	\$6,000.00
Peterson, Lori	Management & Information Tech	\$750.00
Prakash, Puneet	Finance & General Business	\$10,000.00
Prescott, John	Music	\$4,203.00
Price, Debra	Childhood Ed & Family Studies	\$6,386.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Ragan, Kent	Finance & General Business	\$125.00
Rebaza, Jorge	Mathematics	\$4,266.00
Rector, Paula	Criminology	\$7,136.00
Reed, Michael	Physics Astronomy & Mat Sci	\$5,885.00

Academic Personnel Board Actions, cont'd.

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Reid, Leslie	Mathematics	\$10,486.00
Richter, Mark	Chemistry	\$8,686.00
Rico, Cyren	Chemistry	\$6,000.00
Roam, Kimberly	Childhood Ed & Family Studies	\$8,604.00
Rogers, Mark	Mathematics	\$4,944.00
Rojas-McWhinney, Jennifer	Childhood Ed & Family Studies	\$4,125.00
Rozell, Elizabeth	Management & Information Tech	\$250.00
Russell-Ice, Whitney	Theatre & Dance	\$2,145.00
Sakidja, Ridwan	Physics Astronomy & Mat Sci	\$20,000.00
Salinas, Patti	Criminology	\$22,950.00
Saquer, Jamil	Computer Science	\$10,295.00
Satterfield, Michelle	Childhood Ed & Family Studies	\$7,500.00
Sauer, Aaron	Tech & Construction Mgmt	\$10,000.00
Saxon, Caryn	Criminology	\$6,510.00
Schmelzle, George	Accounting	\$250.00
Scott, Patrick	Political Science	\$6,058.00
Seal, Stephen	Reading Foundations & Tech	\$2,445.00
Senger, Steven	Mathematics	\$6,337.00
Shah, Kishor	Mathematics	\$11,932.00
Shand-Hawkins, Carolyn	Mathematics	\$2,884.00
Sherman-Wilkins, Kyler	Sociology & Anthropology	\$6,000.00
Shirley, Corinne	Modern & Classical Languages	\$2,193.00
Siebert, Matthew	Chemistry	\$14,476.00
Skiba, Jenifer	Marketing	\$10,000.00
Stafford, Gary	Mathematics	\$8,512.00
Stanojevic, Vera	Mathematics	\$16,943.00
Sullivan, Patrick	Mathematics	\$4,435.00
Sun, Xingping	Mathematics	\$9,412.00
Sutmoeller, Michael	Criminology	\$11,266.00
Tapis, Gregory	Accounting	\$6,250.00
Templeton, Kelly	Theatre & Dance	\$2,601.00
Tinsley, Tonia	Modern & Classical Languages	\$4,506.00
Tipton, Sara	Childhood Ed & Family Studies	\$3,750.00
Troche, Julia	History	\$6,000.00
Van Ornum, Kimberly	Mathematics	\$3,004.00
Vollmar, Kenneth	Computer Science	\$6,814.00
Wait, D. Alexander	Biology	\$5,618.00
Watson, Margaret	Sociology & Anthropology	\$6,000.00
Wickham, Cameron	Mathematics	\$10,330.00
Williams, Jennifer	Childhood Ed & Family Studies	\$2,745.00
Wittenberg, Brittany	Childhood Ed & Family Studies	\$4,125.00



Academic Personnel Board Actions, cont'd.

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Yarckow-Brown, Ivy	Criminology	\$6,904.00
Yu, Hae Min	Childhood Ed & Family Studies	\$2,745.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Kathryn	School of Nursing	\$480.00
Adamson, Reesha	Counseling, Lead & Spc Ed	\$1,440.00
Ajuwon, Paul	Counseling, Lead & Spc Ed	\$400.00
Amidon, Ethan	Criminology	\$1,040.00
Ammons, Jacynda	History	\$3,120.00
Anbari, Allison	School of Nursing	\$1,013.00
Anderson, Wayne	Finance & General Business	\$2,453.00
Artman, Amy	Religious Studies	\$1,840.00
Austin, Rebekah	Management & Information Tech	\$1,560.00
Bailey, Sandra	Merch & Fashion Design	\$5,195.00
Baker, Rebecca	Physics Astronomy & Mat Sci	\$693.00
Balasundaram, Clement	Management & Information Tech	\$1,760.00
Baldwin, Julie	Criminology	\$1,840.00
Barber, Marlin	History	\$720.00
Barreda, Albert	Hospitality Leadership	\$80.00
Bartholomew, Jake	Philosophy	\$1,840.00
Bassett, Damon	Geography Geology & Planning	\$2,200.00
Basu Roy, Subhasree	Economics	\$5,437.00
Beatty, Nick	Political Science	\$5,249.00
Berquist, Charlene	Communication	\$1,120.00
Berry, Roberta	English	\$800.00
Blevins, Brooks	History	\$440.00
Bolyard, Chloe	Childhood Ed & Family Studies	\$1,560.00
Bourhis, John	Graduate College	\$1,200.00
Boyd, Carmen	Biomedical Sciences	\$1,480.00
Boyer, William	Agriculture	\$200.00
Boyle, Michael	Philosophy	\$2,000.00
Brahnam, S. Berlin	Management & Information Tech	\$3,160.00
Brattin, Ricky	Management & Information Tech	\$1,520.00
Brown, Orville Gilbert	International Programs	\$6,000.00
Brown, Robert	Mathematics	\$1,480.00
Burge, Sara	English	\$1,760.00
Burton, Michael	Agriculture	\$1,480.00
Buyurgan, Nebil	Tech & Construction Mgmt	\$1,640.00
Cadle, Lanette	English	\$800.00
Callahan, Richard	Tech & Construction Mgmt	\$1,040.00

Academic Personnel Board Actions, cont'd.

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Camp, Deanne	Reading Foundations & Tech	\$4,240.00
Carter, Shelley	School of Nursing	\$120.00
Cemore-Brigden, Joanna	Childhood Ed & Family Studies	\$1,760.00
Chang, Ching-Wen	Reading Foundations & Tech	\$2,907.00
Chaston, Joel	English	\$800.00
Claborn, David	Political Science	\$560.00
Combs, Christine	Childhood Ed & Family Studies	\$1,800.00
Corcoran, Deborah	Geography Geology & Planning	\$1,200.00
Cornelius-White, Jeffrey	Counseling, Lead & Spc Ed	\$880.00
Correll, Pamela	Reading Foundations & Tech	\$400.00
Cox, Nora	Honors College	\$2,400.00
Crain, Susan	Finance & General Business	\$1,760.00
Curry, Natalie	Social Work	\$360.00
Dallas, Melissa	Hospitality Leadership	\$840.00
Daniel, Carol	School of Nursing	\$160.00
DeBode, Jason	Management & Information Tech	\$5,200.00
Dicke, Thomas	History	\$2,680.00
Dillon, Randy	Communication	\$680.00
Dogwiler, Toby	Geography Geology & Planning	\$760.00
Dollar, Susan	Biomedical Sciences	\$480.00
	Social Work	\$3,320.00
Dyer, Samuel	Graduate College	\$480.00
	Communication	\$560.00
Eassey, John	Criminology	\$1,720.00
Echols, Leslie	Psychology	\$4,240.00
Ehlers, Abigale	Hospitality Leadership	\$1,200.00
Ellickson, Mark	Political Science	\$2,600.00
Feeney, Monika	Biomedical Sciences	\$480.00
Fent, Nathan	Agriculture	\$1,680.00
Flannery, Timothy	Economics	\$6,145.00
Foster, Lyle	Sociology & Anthropology	\$2,160.00
Frederick, Dana	Management & Information Tech	\$3,320.00
Frederick, Teresa	Management & Information Tech	\$1,560.00
Frizell, Michael	English	\$3,194.00
Galloway, Terrel	Economics	\$2,440.00
Galloway, Julie	Economics	\$3,820.00
Gattis, Lyn	English	\$840.00
Gebken, Richard	Tech & Construction Mgmt	\$6,423.00
Geiger, Lacey	Management & Information Tech	\$1,680.00
Gerasimchuk, Nikolay	Chemistry	\$1,827.00
Goerndt, Michael	Agriculture	\$1,080.00

## Academic Personnel Board Actions, cont'd.

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Haggard, Dana	Management & Information Tech	\$3,120.00
Haggard, Kelly	Finance & General Business	\$1,680.00
Hall, David	Political Science	\$160.00
Hammond, Michael	Accounting	\$1,880.00
	Management & Information Tech	\$1,760.00
Hass, Aida	Criminology	\$2,880.00
Hein, Stephanie	Hospitality Leadership	\$600.00
Heitger, Lester	Accounting	\$1,280.00
Hellman, Daniel	Music	\$240.00
Hermans, Charles	Marketing	\$2,080.00
Herring, Sean	English	\$1,760.00
High, Brian	Chemistry	\$5,225.00
Hines, Christopher	Accounting	\$1,520.00
Hobbs, Lora	Religious Studies	\$3,960.00
	Study Away	\$3,604.00
Hoelscher, Seth	Finance & General Business	\$2,240.00
Hornberger, Robert	Management & Information Tech	\$1,560.00
Hornsby-Gutting, Angela	History	\$1,480.00
Hubbard, Kevin	Tech & Construction Mgmt	\$440.00
Hunter Anne Marie	Biomedical Sciences	\$720.00
Hurst, Beth	Reading Foundations & Tech	\$2,480.00
Iman, Gary	Communication	\$3,520.00
Jean-Charles, Alex	Reading Foundations & Tech	\$340.00
Jesse, Katy	Merch & Fashion Design	\$1,000.00
John, Judith	English	\$760.00
Johnson, David	Political Science	\$3,760.00
Johnson, Richard	Management & Information Tech	\$2,480.00
Jones, Jeffrey	Finance & General Business	\$880.00
Jones, Martin	Tech & Construction Mgmt	\$1,200.00
Kageyama, Yoshimasa	Hospitality Leadership	\$480.00
Kane, Thomas	Graduate College	\$5,777.00
	Psychology	\$67.00
Kaula, Rajeev	Management & Information Tech	\$2,680.00
King, Elizabeth	Childhood Ed & Family Studies	\$520.00
Koch, Philippa	Religious Studies	\$4,680.00
Koroglu, Didem	Communication	\$5,680.00
Kwon, Sockju	Biomedical Sciences	\$1,400.00
Larkin, Kathleen	Finance & General Business	\$2,440.00
Leamy, Diane	Criminology	\$6,680.00
Leisure, Stanley	Finance & General Business	\$5,200.00
Lewis, Kayla	Reading Foundations & Tech	\$1,760.00

## Academic Personnel Board Actions, cont'd.

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Lombilla, Luis	Modern & Classical Languages	\$480.00
Luo, Jun	Geography Geology & Planning	\$520.00
Lupfer, Christopher	Biology	\$1,120.00
Maddox, Robert	Counseling, Lead & Spc Ed	\$680.00
Maimone, Luciane	Modern & Classical Languages	\$80.00
Martin, Judith	Modern & Classical Languages	\$840.00
Martinez, Bianca	Modern & Classical Languages	\$480.00
Masterson, Gerald	Graduate College	\$840.00
Matthews, James	Counseling, Lead & Spc Ed	\$480.00
Mayes, Hillary	Biomedical Sciences	\$1,120.00
McCarthy, Bernard	Criminology	\$960.00
McLean, Annice	Reading Foundations & Tech	\$4,600.00
Meadows, Williams	Sociology & Anthropology	\$1,726.00
Merrigan, Michael	College of Business	\$9,500.00
Metzker, Helena	Chemistry	\$3,120.00
Miller, F. Thornton	History	\$5,480.00
Mitchell, David	Economics	\$6,612.00
Mitra, Mahua	Economics	\$4,360.00
Moore, Maia	Counseling, Lead & Spc Ed	\$800.00
Moore, Jennifer	Media Journalism & Film	\$2,754.00
Morgan, Michelle	History	\$560.00
Morris, Taleyna	Communication	\$1,240.00
Moser, Linda	English	\$1,000.00
Mowrey, Sascha	Childhood Ed & Family Studies	\$560.00
Murvin, Jennifer	English	\$880.00
Naganathan, Hariharan	Tech & Construction Mgmt	\$1,360.00
Nelson, Eric	History	\$1,680.00
Nelson, Walt	Finance & General Business	\$3,800.00
Newman, Jonathan	English	\$1,040.00
Odneal, Marilyn	Agriculture	\$3,960.00
Paloncy, Kristin	Biomedical Sciences	\$880.00
Pearman, Cathy	International Programs	\$6,000.00
Pearman, Cathy	Reading Foundations & Tech	\$3,720.00
Penkalski, Melissa	School of Nursing	\$1,600.00
Pham, Courtney	Marketing	\$3,826.00
Philpot, James	Finance & General Business	\$1,680.00
Poston, Tracey	Biomedical Sciences	\$80.00
Price, Debra	Childhood Ed & Family Studies	\$2,760.00
Qi, Kangkang	Management & Information Tech	\$1,320.00
Qiao, Yuhua	Graduate College	\$440.00
Ragan, Kent	Finance & General Business	\$6,920.00

Academic Personnel Board Actions, cont'd.

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Rector, Paula	Criminology	\$9,728.00
Reger, Elizabeth	Management & Information Tech	\$1,640.00
Rimal, Arbindra	Agriculture	\$7,280.00
Roam, Kimberly	Childhood Ed & Family Studies	\$2,600.00
Roberts, Jenifer	Merch & Fashion Design	\$4,510.00
Rogers, Lori	English	\$1,720.00
Rojas-McWhinney, Jennifer	Childhood Ed & Family Studies	\$1,120.00
Rost, Ann	Psychology	\$1,453.00
Rowe, Roberta	Communication	\$1,960.00
Runke, Gayle	Kinesiology	\$1,742.00
Salinas, Patti	Criminology	\$9,180.00
Satterfield, Michelle	Childhood Ed & Family Studies	\$400.00
Saunders, Georgianna	Biology	\$3,560.00
Saxon, Caryn	Criminology	\$8,791.00
Schmelzle, George	Accounting	\$2,530.00
Schotthofer, Melissa	Childhood Ed & Family Studies	\$3,160.00
Scott, Shari	Counseling, Lead & Spc Ed	\$2,493.00
Seawright, Leslie	Study Away	\$3,900.00
	English	\$880.00
Sells, Patrick	Management & Information Tech	\$4,160.00
Shand-Hawkins, Carolyn	Mathematics	\$1,000.00
Shepard, Jason	Sociology & Anthropology	\$1,920.00
Shepard, Jason	Sociology & Anthropology	\$2,291.00
Shirley, Corinne	Modern & Classical Languages	\$853.00
Simmers, Christina	Marketing	\$2,840.00
Simmons, Daniel	Communication	\$1,520.00
Skibiski, Barbara	Biomedical Sciences	\$3,640.00
Smith, Cara	Childhood Ed & Family Studies	\$4,240.00
Spates, Stephen	Communication	\$480.00
	Graduate College	\$3,825.00
Stafford, Gary	Mathematics	\$1,400.00
Stagner, Kimberly	Management & Information Tech	\$4,640.00
Stanton, Rhonda	Study Away	\$1,110.00
	English	\$400.00
	Graduate College	\$4,110.00
Stormer, Kimberly	Reading Foundations & Tech	\$120.00
Strong, John	Religious Studies	\$3,000.00
Stulce, Tara	Biomedical Sciences	\$2,960.00
Sudbrock, Christine	Agriculture	\$900.00
Suttmoeller, Michael	Criminology	\$8,598.00
Templeton, Kelly	Theatre & Dance	\$1,400.00

Academic Personnel Board Actions, cont'd.

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Test, Joan	Childhood Ed & Family Studies	\$920.00
Thomas-Tate, Shurita	Comm Sciences & Disorders	\$1,000.00
Tinsley, Tonia	Modern & Classical Languages	\$120.00
Turner, John	English	\$1,560.00
Uribe-Zarain, Ximena	Counseling, Lead & Spc Ed	\$240.00
Utley, Rose	School of Nursing	\$760.00
Van Landuyt, Cathryn	Management & Information Tech	\$3,520.00
Van Ornum, Kimberly	Mathematics	\$2,240.00
Walker, Alicia	Sociology & Anthropology	\$2,000.00
Walters, Heather	Communication	\$3,440.00
Wehrman, Erin	Graduate College	\$360.00
	Communication	\$2,000.00
Whisenhunt, Brooke	Psychology	\$2,680.00
Whitker, Charles	Media Journalism & Film	\$760.00
Wilcoxon, Sarah	Theatre & Dance	\$1,288.00
Wilson, Daniel	Kinesiology	\$1,840.00
Witte, Hugh	Finance & General Business	\$1,760.00
Wittenberg, Brittany	Childhood Ed & Family Studies	\$200.00
Yadon, Carly	Psychology	\$2,080.00
Yan, Chen	Management & Information Tech	\$1,600.00
Yang, Zhiguo	Management & Information Tech	\$1,360.00
Yarckow-Brown, Ivy	Criminology	\$5,752.00
Young-Jones, Adena	Psychology	\$1,040.00
Zhang, Ying	Finance & General Business	\$11,340.00

MISSOURI STATE UNIVERSITY

III.E.2.

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

**APPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Cassandra A. Henne	Project Coordinator Southwest Missouri Area Health Education Center	42	\$34,500 annually	01/16/18 06/30/18
Kunti D. Bentley	Project Coordinator – Project Heal General Counsel (80% FTE)	42	\$32,602 annually	02/05/18
Adam T. Rollman	Assistant Coach Intercollegiate Athletics	UN	\$40,000 annually	02/16/18
Sara E. Dietrich	Assistant Coach Intercollegiate Athletics	UN	\$40,000 annually	02/16/18
Lance Coffman	Regional Small Business Consultant Small Business Technology Development Center	44	\$47,500 annually	02/20/18
Melissa Stackpole	Custodian I Residence Life, Housing & Dining Services	21	\$21,237 annually	02/26/18
Morgan A. Kern	Research Specialist II Biology	42	\$32,602 annually	03/01/18
Stephanie A. Praschan	Director, Graduate Enrollment Management Graduate College	45	\$51,500 annually	03/01/18
Karen Rivatto	Operations Assistant - Athletics Intercollegiate Athletics	13	\$27,934 annually	03/01/18



Non-academic Personnel Board Actions, cont'd.

Page 2

Melissa J. Eiken	Executive Assistant II Library	13	\$33,800 annually	03/12/18
Austin L. Fairchild	Custodian I Custodial Services	21	\$21,237 annually	03/12/18
Lesla D. Anderson	Academic Administrative Assistant II Military Science (9-month position)	12	\$26,187 annually	03/16/18
Jennifer A. Rideout	Project Supervisor Center for Archaeological Research	42	\$32,602 annually	03/16/18
Jane Henke	Mental Health Clinician – Victim Services & Advocacy Specialist Counseling Center (83% FTE)	44	\$35,833 annually	03/19/18 09/30/20
Trent A. Figg	Assistant Coach Intercollegiate Athletics	UN	\$41,500 annually	04/01/18
Laura Gonzales	Administrative Specialist II Magers Family Health & Wellness Center	12	\$27,040 annually	04/02/18
James C. Pruitt	Manager, Transportation Safety & Transportation	45	\$55,000 annually	04/02/18
Robert W. Rogers	Custodian I Custodial Services	21	\$21,237 annually	04/02/18
Jake P. Headrick	Assistant Coach Intercollegiate Athletics	UN	\$90,000 annually	04/06/18
Jase Herl	Assistant Coach Intercollegiate Athletics	UN	\$90,000 annually	04/06/18

Non-academic Personnel Board Actions, cont'd.

Page 3

Tyler A. Watson	Assistant Strength & Conditioning Coach Intercollegiate Athletics	UN	\$40,000 annually	04/09/18
Caleb Weiss	Maintenance General Mechanic Facilities Maintenance	25	\$30,285 annually	04/09/18
Megan Clark	Senior Planner Center for Resource Planning & Management	43	\$36,500 annually	04/16/18
Maria L. Lopez	Administrative Assistant II Residence Life, Housing & Dining Services	12	\$27,040 annually	04/16/18
Kimberly H. Swearingen	Administrative Specialist II Magers Family Health & Wellness Center	12	\$27,040 annually	04/18/18
Sheldon Everett	Operations & Video Manager Intercollegiate Athletics	42	\$47,000 annually	04/23/18
Jeremy Anderson	Custodial Apprentice Residence Life, Housing & Dining Services	20	\$20,800 annually	05/01/18
Holly Calkins	Maintenance Electrician Facilities Maintenance	26	\$36,795 annually	05/07/18
Christine L. McCartney	Academic Advisor-Athletics Mary Jo Wynn Academic Achievement Center	41	\$32,000 annually	05/21/18
Shirley A. Lawler	Chancellor West Plains	UN	\$162,000 annually	06/01/18
Stephen Kleinsmith	Director, School & Community Partnerships College of Education (75% FTE)	47	\$54,600 annually	08/01/18

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Cathy L. Jordan	Project Manager-Architect Planning, Design & Construction	12/31/17
Shelly L. Melton	Administrative Assistant II Military Science	02/05/18
Michael A. Carroll	MMP Resource Coordinator School of Social Work	02/09/18
Tamara Compton	School Certifying Specialist Veteran Student Center	03/01/18
Brian C. Kincaid	Director, Business Incubator Center for Business & Economic Development	03/01/18
Ime Usukumah	Assistant Project Manager Planning, Design & Construction	03/02/18
Peter Badovinac	Assistant Coach Intercollegiate Athletics	03/07/18
Philip N. Wittmer	Physician Medical Staff Magers Family Health & Wellness Center	03/09/18
Jordan E. Schanda	Sustainability Coordinator Environmental Management	03/16/18
Brittany Lescano	Academic Advisor College of Business Graduate Program College of Business	03/26/18
Laura Gonzales	Administrative Specialist II Magers Family Health & Wellness Center	04/02/18
Laura Thomas	Accountant Financial Services	04/02/18
Taylor J. Homeyer	Admissions Counselor Office of Admissions	04/11/18

Non-academic Personnel Board Actions, cont'd.

Page 5

Debra A. Donham	Administrative Assistant I Advancement Services	04/13/18
Robert C. McPhail	Public Safety Officer Safety & Transportation	04/22/18
Jessalyn Hyatt	Assistant Teacher Child Development Center	04/24/18
Mariandine Huertas	Teacher Child Development Center	04/30/18
Melanie Earl	Director Annual Funds	05/02/18
Erin E. Carson	Academic Records Specialist Office of the Registrar	05/04/18
Alexandria M. Wroniak	Administrative Assistant I School of Nursing	05/04/18
Morgan A. Kern	Research Specialist II Biology	05/08/18
Celeste A. Hopson-Rimpson	Receptionist Residence Life, Housing & Dining Services	05/22/18

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Lisa M. Cardwell	Clothing/Soft Goods Specialist Bookstore	02/28/18
Mark Thompson	Custodian I Residence Life, Housing & Dining Services	02/28/18
Julie K. Dubinsky	Associate Director, Human Resources Office of Human Resources	03/31/18
Carol G. Stevens	Accounting Specialist Financial Aid	03/31/18

Non-academic Personnel Board Actions, cont'd.

Page 6

Gerald Wynn	Assistant Manager-Production TV Broadcast Services	03/31/18
Nathan Betz	Senior Systems Analyst Computer Services	04/30/18
Isabel Eisenhauer	Assistant Director Small Business Technical Development Center	04/30/18
Douglas Sampson	University Architect/ Director of Planning, Design & Construction Planning, Design & Construction	05/31/18
Sheila Ponder	Library Associate I Library	04/30/18
Cynthia Barnett	Director of Campus Recreation Campus Recreation	06/30/18
Drew A. Bennett	Chancellor West Plains	06/30/18
John Gary Rader	Director of Online Education Development & Policy Missouri State Outreach	06/30/18
Gayla Austin	Administrative Specialist II Communication Sciences & Disorders	07/31/18
Karen Copeland	Administrative Specialist II Missouri State Outreach	07/31/18
Thomas R. Johnson	Director Safety & Transportation	08/31/18

**LEAVE WITH PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Brian C. Kincaid	Director, Business Incubator Center for Business & Economic Development	01/08/18 03/01/18

**SEPARATION FROM EMPLOYMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Marilyn Benford	Custodian I Custodial Services	01/25/18
Janey D. DeWitt	Administrative Assistant II Title IX	02/05/18
Paul Lusk	Head Athletics Coach Intercollegiate Athletics	03/31/18
Danny Weathermon	Athletics Equipment Stores Specialist Intercollegiate Athletics	03/05/18
Brice C. Cox	Assistant Strength & Conditioning Coach Intercollegiate Athletics	04/03/18
Catherine M. Holley	Administrative Assistant II Study Away	04/03/18
Keith E. Pickens	Assistant Coach Intercollegiate Athletics	04/03/18
Cody R. Seidel	Operations Assistant Athletics Intercollegiate Athletics	04/03/18
Matthew Sligh	Assistant Coach Intercollegiate Athletics	04/03/18

**DECEASED:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Zachary J. Wamsher	Maintenance General Mechanic Facilities Maintenance	02/02/18
Darrin Hawkins	Maintenance General Mechanic Facilities Maintenance	02/17/18

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Teresa Raymond	From: Accounting Technician Financial Services GR 13, \$28,429 annually To: Accountant Financial Services GR 42, \$36,000 annually	Reclassification & Salary Adjustment	02/01/18
Katrina A. Chavez	From: Coordinator Office of the Registrar GR 16, \$38,419 annually To: Assistant Registrar – Course & Curriculum Management Office of the Registrar GR 42, \$43,000 annually	Promotion	02/12/18
Jeffery Sly	Custodial Specialist Residence Life, Housing & Dining Services From: GR 23, \$25,999 annually To: GR 23, \$27,664 annually	Salary Adjustment	02/16/18
Joshua S. Barnes	From: Custodian I Custodial Services GR 21, \$26,728 annually To: Custodial Specialist Residence Life, Housing & Dining Services GR 23, \$27,664 annually	Promotion	02/19/18
Jennifer Moore	From: Practitioner-in-Residence Media Journalism & Film \$42,000 annually (Faculty position) To: Director of News & Content Coordinator Broadcast Services GR 43, \$57,000 (Staff position)	Status Change	02/26/18

Non-academic Personnel Board Actions, cont'd.

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Tracey Glaessgen	From: Assistant Director First-Year Programs GR 42, \$44,428 annually  To: Associate Director Center for Academic Success & Transition First-Year Programs GR 44, \$54,428 annually	Reclassification & Salary Adjustment	03/01/18
Jerilyn Reed	From: Wellness Educator - Student Magers Family Health & Wellness Center  To: Coordinator, Student Wellness Magers Family Health & Wellness Center	Title Change	03/01/18
Mack G. Brown	Assistant Coach Intercollegiate Athletics From: \$65,934 annually To: \$69,934 annually	Salary Adjustment	03/08/18
Sean A. Coughlin	Assistant Coach Intercollegiate Athletics From: \$76,502 annually To: \$79,502 annually	Salary Adjustment	03/08/18
Justin Kramer	Assistant Coach Intercollegiate Athletics From: \$58,100 annually To: \$60,100 annually	Salary Adjustment	03/08/18
Melissa S. Blades	From: Administrative Assistant II Counseling Center GR 12, \$27,039 annually  To: Executive Assistant III Missouri State Outreach GR 15, \$35,006 annually	Promotion	03/16/18



Non-academic Personnel Board Actions, cont'd.

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Teresa A. Carl	<p>From: Executive Assistant I College of Business</p> <p>To: Academic Administrative Assistant II Management &amp; Information Technology</p>	Status Change	03/16/18
Bill Bingham	<p>From: Custodian I Residence Life, Housing &amp; Dining Services GR 21, \$33,132 annually</p> <p>To: Custodial Specialist Residence Life, Housing &amp; Dining Services GR 23, \$34,840 annually</p>	Promotion	03/26/18
Molly Hill (Grant Funded)	<p>Case Manager, Northwest Project Kinesiology</p>	Continuation of Appointment	04/01/18 03/31/19
F. David Muegge	<p>Director of Health &amp; Wellness Magers Family Health &amp; Wellness Center</p> <p>From: \$146,066 annually</p> <p>To: \$162,280 annually</p>	Salary Adjustment	04/01/18
Carol G. Stevens	<p>From: Accounting Specialist Financial Aid</p> <p>To: Staff Emeritus Financial Aid</p>	Status Change	04/01/18
Kristina Wilmoth (Grant Funded)	<p>Program Manager, Northwest Project Kinesiology</p>	Continuation of Appointment	04/01/18 03/31/19
Gerald Wynn	<p>From: Assistant Manager – Production TV Broadcast Services</p> <p>To: Staff Emeritus Broadcast Services</p>	Status Change	04/01/18

Non-academic Personnel Board Actions, cont'd.

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Harriet J. Miller	From: Information Specialist Supervisor Financial Aid GR 15, \$34,908 annually To: Accounting Specialist Financial Aid GR 13, \$34,908 annually	Status Change	04/02/18
Jeffrey D. Mitchell	From: Assistant General Counsel Office of General Counsel To: Associate General Counsel Office of General Counsel	Title Change	04/03/18
Corey Gipson	From: Assistant Coach Intercollegiate Athletics To: Associate Head Coach Intercollegiate Athletics	Title Change	04/04/18
Robert L. Adkison	From: Administrative Assistant I Residence Life, Housing & Dining Services GR 11, \$23,417 annually To: Administrative Assistant II Counseling Center GR 12, \$27,040 annually	Promotion	04/23/18
Barbara Alldridge	From: Custodian I Custodial Services To: Custodian I Residence Life, Housing & Dining Services	Transfer	04/23/18
Jon R. Jay	From: Custodian I Residence Life, Housing & Dining Services GR 21, \$28,601 annually To: Custodial Supervisor Residence Life, Housing & Dining Services GR 25, \$36,800 annually	Promotion	04/23/18

Non-academic Personnel Board Actions, cont'd.

Page 12

Kelly Rapp	From: Interim Director Career Center Associate Director Career Services- Operations & Assessment Career Center GR 43, \$48,000 annually (\$1,000 monthly supplemental)  To: Director Career Center GR 47, \$70,000 annually	Promotion	04/30/18
Jeremy Wright	From: Administrative Assistant II Financial Aid GR 12, \$27,685 annually  To: Centralized User Support Specialist Computer Services GR 33, \$41,919 annually	Promotion	04/30/18
Sara Clark	Director Web & New Media From: GR 47, \$76,467 annually (100% FTE)  To: GR 47, \$57,350 annually (75% FTE)	Status Change & Salary Adjustment	05/01/18
Isabel Eisenhauer	From: Assistant Director Small Business Technical Development Center  To: Staff Emeritus Small Business Technical Development Center	Status Change	05/01/18
Kathy G. Mendenhall	From: Budget Officer College of Business GR 42, \$50,589 annually  To: Senior Accountant-Analyst Financial Services GR 44, \$50,589 annually	Promotion	05/01/18

Non-academic Personnel Board Actions, cont'd.

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Sheila Ponder	From: Library Associate I Library To: Staff Emeritus Library	Status Change	05/01/18
Nicole L. Dalton	From: Accounting Technician Financial Services GR 13, \$29,322 annually To: School Certifying Specialist Veterans Student Center GR 13, \$32,407 annually	Status Change & Salary Adjustment	05/07/18
Douglas Sampson	From: University Architect/Director of Planning, Design & Construction Planning, Design & Construction To: Staff Emeritus Planning, Design & Construction	Status Change	06/01/18
Drew A. Bennett	From: Chancellor West Plains To: Staff Emeritus West Plains	Status Change	07/01/18
Gayla Austin	From: Administrative Specialist II Communication Sciences & Disorders To: Staff Emeritus Communication Sciences & Disorders	Status Change	08/01/18

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

IV.

**RECOMMENDED ACTION – Approval of a resolution to acknowledge the 2017-18 Excellence in Public Affairs for Faculty and Staff award recipients.**

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

**WHEREAS**, the Board of Governors of Missouri State University wishes to encourage and recognize outstanding faculty and staff in the area of public affairs; and

**WHEREAS**, the Board of Governors' Award for Faculty Excellence in Public Affairs and the Board of Governors' Award for Staff Excellence in Public Affairs have been established to duly honor up to three faculty and three staff annually; and

**WHEREAS**, the following individuals have established a record and provided evidence of distinctive work and accomplishments in support of the University's Public Affairs mission;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Governors' Award for Faculty Excellence in Public Affairs be awarded to:

Abigale Ehlers  
Ana Estrella-Riollano

And that the Board of Governors' Award for Staff Excellence in Public Affairs be awarded to:

Gilbert Adkins  
Pricilla Childress  
Susan Martindale

And that each awardee receives a \$1500 grant to be used for research, travel or projects related to their public affairs activities.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:** In accordance with Governing Policy G3.08, a committee selected these award recipients from a pool of nominees submitted by the academic colleges, the Duane G. Meyer Library, and the West Plains Campus for faculty and a pool of nominees from across both the Springfield and West Plains campuses for staff.

V.A.1.

**RECOMMENDED ACTION** – Approval of G1.33 Fraud Policy

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

**WHEREAS**, the University is committed to the highest standards of ethical leadership and responsible and transparent stewardship of University Resources;

**WHEREAS**, establishing policies and internal controls provide protections by preventing and/or detecting irregularities in University activities; and

**WHEREAS**, Administration recommends approval of G1.33 Fraud Policy, which sets forth guidance for the University community to report significant irregularities and suspicions of fraudulent or dishonest behavior, proper investigation of each report and subsequent disciplinary actions if warranted.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that G1.33 Fraud Policy, attached hereto, is hereby approved.

**VOTE:**     **AYE** \_\_\_\_\_

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

**COMMENTS:**

# Fraud Policy

## *G1.33 Fraud Policy*

### **Purpose**

Missouri State University is committed to the highest standards of ethical leadership and responsible and transparent stewardship of University resources. Established policies and internal controls provide protections by preventing and/or detecting irregularities in University activities; however, there are no absolute safeguards against fraud or willful violations of laws, regulations, policies or procedures. The purpose of this policy is to set forth guidance for (1) the University community to report significant irregularities and suspicions of fraudulent or dishonest behavior; (2) proper investigation of each report, and; (3) subsequent disciplinary actions, if warranted.

### **General policy**

**a. POLICY STATEMENT:** The University will investigate significant irregularities and instances of fraudulent or dishonest behavior by members of the University community or its affiliates. Anyone found to have committed fraud will be subject to disciplinary action by the University, up to and including termination of employment or academic dismissal, and reported to law enforcement when warranted.

**b. DEFINITIONS:**

- i. **Fraud or fraudulent act:** A deliberate act (or failure to act) with the intention of obtaining a benefit (financial or otherwise) for oneself, a third party or the University, through false representation, concealment, or other unethical means which are believed and relied upon by others. Depriving another person or the University of a benefit to which they are entitled by using any of the means described above also constitutes fraud. Examples include, but are not limited to, theft, bribes, kickbacks, and falsification of contracts, timesheets, or other records.
- ii. **Irregularities:** Violations of federal or state laws or regulations and serious or recurring violations of University policies or procedures.

- iii. **Misappropriations:** Misuse, theft, or embezzlement of University funds, resources, or property.
  - iv. **Whistleblower:** A person or entity making a protected disclosure of significant irregularities and instances of fraudulent or dishonest behavior. Protections offered are outlined in the [G1.25 Ethics Hotline – Whistleblower Policy](#).
- c. **APPLICABILITY:** The fraud policy applies to any actual or suspected irregularity, fraudulent, or dishonest act, involving any member of the University community, including:
- i. Members of the Board of Governors;
  - ii. Individuals who are paid by the University when they are working for the University, to include faculty, staff, and student workers;
  - iii. Consultants, vendors, contractors, and any other outside agency when they are doing business with the University;
  - iv. Individuals who perform services for the University as volunteers and who assert an association with the University; and
  - v. Students.

Any investigative activity required will be conducted without regard to the length of service, position/title, or relationship to the University.

**d. RESPONSIBILITIES & REPORTING**

- i. University management is responsible for the detection and prevention of fraud, misappropriation, and other irregularities in University activities. Each member of management is expected to recognize risks within their area of responsibility and be watchful and on alert for any indication of irregularity.
- ii. Members of the University community who detect or suspect irregularities or instances of fraudulent or dishonest behavior should not attempt to investigate the matter themselves, but rather must report the matter through the following channels:



- i. To their immediate supervisor, instructor or advisor. If for any reason it is not appropriate to report to the immediate supervisor, individuals may go to a higher level of management within their college or department.
- ii. In instances where individuals are uncomfortable discussing concerns with a University official, a confidential and even anonymous report can be filed through the Ethics Hotline. EthicsPoint (Navex Global) is a third-party ethics and compliance hotline provider that collects information anonymously. Reports can be made 24 hours a day, 7 days a week.
  - a. To file a report with the Ethics Hotline by phone, call 1-888-233-8988 (toll free)
  - b. To file a written report with the Ethics Hotline, go to [Missouri State Ethics Hotline](#).

Reporting such concerns is an important service to the University and does not in itself jeopardize employment, as long as the report is made in good faith. Whistleblower protections are available for those who report [under G1.25 Whistleblower Policy \(Ethics Hotline\)](#).

- iii. University management must notify the Department of Internal Audit and Compliance as soon as significant irregularities and instances of fraudulent or dishonest behavior is reported, suspected, or detected. The Department of Internal Audit and Compliance has the primary responsibility for the investigation of all suspected fraudulent acts as defined by this policy. The Director of Internal Audit and Compliance with input and assistance from the President and the Office of General Counsel will coordinate the investigation and resolution, and will issue reports to appropriate University departments/personnel and to the Board of Governors through its Risk Management and Audit Committee.

Decisions to prosecute or refer the investigation results to external law enforcement and/or regulatory agencies for independent investigation will be made by the Department of Internal Audit and Compliance in conjunction with the University's General Counsel and President.

- iv. All employees are required to cooperate fully in any internal or external investigation. Failure to cooperate as requested may result in disciplinary action up to and including termination of employment. The investigation team will have free and unrestricted access to all University records and premises, whether owned or rented and the authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets,

and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of an ongoing fraud investigation.

**e. INVESTIGATION**

- i. The Director of Internal Audit and Compliance, with input and assistance of the Office of President, Office of General Counsel, and other necessary administrators, will coordinate efforts to investigate all significant suspicions or detections of fraudulent behavior.
- ii. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know, and/or as required by law.
- iii. All inquiries concerning the activity under investigation from the suspected individual, their attorney or representative, or any other inquirer should be directed to the Office of General Counsel.

**f. DISCIPLINARY ACTIONS**

- i. The University will not rely on a determination by a law enforcement agency to pursue criminal charges and/or prosecution as the basis for determining whether an act is fraudulent. The presence of the elements set forth in the definition will determine if the act is fraudulent for internal disciplinary purposes. A determination as to whether those elements exist will be made based on a preponderance of the evidence.
- ii. If an investigation results in a recommendation for disciplinary action, including without limitation termination of employment, academic dismissal, or termination of a third-party contract or affiliation, the recommendation will be submitted to the Office of General Counsel for review in consultation with administration (e.g., Human Resources, the Office of the Provost, Student Conduct, etc.) and approval before any such action is taken. The Department of Internal Audit and Compliance does not have the authority to discipline University employees or students. Rather, such decisions will be made consistent with existing University policies and procedures, including the Code of Student Rights and Responsibilities, the Employee Handbook, and Faculty Handbook.

**Line of Authority:**

**Responsible administrator and office: Office of Internal Audit and Compliance**

**Contact person: Director of Internal Audit and Compliance**

**Effective Date:**

**Approved by the Board of Governors: May 17, 2018**

V.C.1.

**RECOMMENDED ACTION** – Approval of G8.09 Operating Funds Cash Reserves Policy

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

**WHEREAS**, in University’s 2011-2016 Long-Range Plan, the Board of Governors approved the establishment of system-wide operating funds cash reserves (“Cash Reserves”) totaling at least \$40 million;

**WHEREAS**, while University Administration implemented the approved Cash Reserves with the implementation of the 2011-2016 Long-Range Plan, this practice and philosophy was never memorialized in a formal University policy; and

**WHEREAS**, Administration recommends approval of G8.09 Operating Funds Cash Reserves Policy, which formally memorializes both the establishment of the Cash Reserves and the University’s philosophy in utilizing same.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that G8.09 Operating Funds Cash Reserves Policy, attached hereto, is hereby approved.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

Consistent with the Board-approved 2011-2016 Long-Range Plan, the University has long established system-wide operating funds cash reserves (“Cash Reserves”) totaling at least \$40 million. The proposed G8.09 Operating Funds Cash Reserves Policy formally memorializes that commitment.

Additionally, G8.09 Operating Funds Cash Reserves Policy also establishes that the University’s first priority in spending money from its Cash Reserves is to fully and timely make all bond payments, including payments for both principal and interest.

Furthermore, in the unlikely event that state appropriations exceed the University’s expenses (which, while theoretically possible, is unlikely as to be virtually impossible), in spending money from its Cash Reserves, the University will first exhaust any and all excess appropriations added to the Cash Reserves before spending reserves comprised of other revenue sources (e.g., tuition and fees).

## **G8.09 Operating Funds Cash Reserves Policy**

The purpose of this policy is to memorialize the University's philosophy regarding the creation, utilization, and prioritization of its cash reserves. As directed by its Board of Governors, the University has established cash reserves for its operating funds with minimum limits of not less than \$40 million for the University system ("Cash Reserves"). On an annual basis, the total amount of Cash Reserves will be reported to the Board of Governors by University Administration.

In spending money from its Cash Reserves, the University is committed to ensuring full satisfaction of its bonded financial obligations. Accordingly, the University's first priority in spending down its reserves is to fully and timely make all bond payments, including payments for both principal and interest.

In theory, the University's Cash Reserves may be comprised of monies both appropriated by the State of Missouri and received from other revenue sources (e.g., tuition and fees). In practice, however, the amount of appropriations received by the University is less than the University's incurred instructional expenses, such that appropriations are not included in the University's Cash Reserves. In the unlikely future event that appropriations exceed expenses, such that the excess appropriations are added to the University's Cash Reserves, in spending money from its reserves, the University will first exhaust all appropriations (for the purpose(s) set forth in the applicable appropriation language) before spending money received from other revenue sources.

### **Line of Authority**

Responsible Office: Financial Services  
Contact Person in that Office: Chief Financial Officer

### **Effective Date**

Board Approval: May 17, 2018

VI.A.

## **PRESIDENT'S REPORT**

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

1. May 2018 Graduate
2. AGB National Conference
3. Legislative Update
4. Approval of Appointment of Shirley Lawler as Chancellor of the Missouri State University-West Plains Campus

VI.A.4.

**RECOMMENDED ACTION:** Approval of appointment of Shirley Lawler as Chancellor of the Missouri State University – West Plains campus

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

**WHEREAS**, the University desires to employ Dr. Shirley Lawler as the Chancellor of the Missouri State University – West Plains campus, and Dr. Lawler desires to accept such employment; and

**WHEREAS**, subject to Board approval, Dr. Lawler’s employment will begin on June 1, 2018 as a full-time, regular, administrative staff position with an annual salary of \$162,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the appointment of Shirley Lawler as Chancellor of the Missouri State University – West Plains campus pursuant to the terms outlined in the appointment letter dated April 20, 2018, attached hereto.

---

Carrie Tergin  
Chair of the Board

Passed at Meeting of

May 17, 2018

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Kristan Gochenauer  
Secretary of the Board

**COMMENTS:**

Exhibit A – Appointment Letter dated April 20, 2018



**Missouri State**  
UNIVERSITY

April 20, 2018

Dr. Shirley Lawler  
3432 S. Bellhurst Avenue  
Springfield, MO 65804

Dear Shirley:

I am writing to offer you the position of Chancellor of the Missouri State University – West Plains campus. This offer reflects both the broad-based opinion of the campus that you have the experience and ability to become an outstanding Chancellor at West Plains as well as my personal enthusiasm about the prospects of working with you in the leadership of the institution. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University’s Board of Governors. I will seek approval at the regular May 17, 2018 meeting of the Board, which I very much hope you can attend.

Your employment will be effective beginning on June 1, 2018. This position is a full-time regular, administrative staff position. Salary will be paid monthly by direct deposit at an annual base of \$162,000. Your salary will be subject to annual increases at a level consistent with the overall staff raise pool budgeted for each year.

In addition to your base compensation above, you will also receive the following during your appointment as Chancellor:

- The opportunity to live in the Chancellor’s residence with housekeeping, mechanical, and grounds maintenance service provided;
- Access to the West Plains Country Club membership, including golf privileges, which you can use professionally as well as personally if you desire, with private use being subject to applicable income tax rules;
- Complimentary tickets to all West Plains campus events;
- Use of the West Plains “unrestricted” fund (R5401) within the MSU Foundation, which, at your discretion can be used for various entertainment expenses; and
- A \$10,000 annual expense account to be used for entertaining and hosting University events.

**OFFICE OF THE PRESIDENT**

901 South National Avenue • Springfield, Missouri 65897 • 417-836-8500 • Fax 417-836-7669



Dr. Shirley Lawler  
Page 2  
April 20, 2018

You will be entitled to benefits and subject to policies applicable to University administrators as set forth in the *Employee Handbook*, <http://www.missouristate.edu/human/staffhandbook/> Included in these benefits are 1) MOSERS retirement in the current amount of approximately 19.45%, which will be adjusted annually by MOSERS policy; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees.

A criminal background check is required for this position. If results of the criminal background check have not been received, the appointment will be contingent upon the results of the report.

In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to May 4, 2018. Appointments to the staff of Missouri State University must have final approval of the Board of Governors.

I am looking forward to working with you on our administrative team. Please do not hesitate to contact me if you have any questions.

Yours very truly,



Clifton M. Smart III  
President

rs

cc: Office of Human Resources

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I wish to be recommended for appointment as Chancellor of the Missouri State University – West Plains campus on the terms as set forth in this letter.

Shirley A. Lawler 4/23/18  
Name Date

VII.A.

**Missouri State University Board of Governors**

**May 17, 2018 meeting**

**Report by Dr. Drew Bennett**

**Chancellor, West Plains Campus**

**Commencement:** To date, 261 students have applied to be candidates for graduation from Missouri State University-West Plains during commencement ceremonies May 19 at the West Plains Civic Center. This number could increase because the deadline to apply to graduate has not passed at the time this report was submitted. In addition, 64 students will participate in commencement ceremonies for Missouri State University-Springfield graduate and undergraduate degree programs, some of which are available through the Missouri State Outreach program on the West Plains campus.

**Excellence in Education Award:** Frank Priest, professor of English, was honored by Missouri Gov. Eric Greitens with the Missouri Council on Public Higher Education's Governor's Award for Excellence in Education. The 15 recipients of this year's award were recognized during a luncheon in their honor on April 5 at the Scruggs University Center on the campus of Lincoln University in Jefferson City. The annual award honors outstanding faculty from post-secondary public schools, colleges and universities within the state. The recipients were selected by their respective institutions for effective teaching, innovation in course design and delivery, effective advising, service to the institution's community, and commitment to high standards of excellence.

**Phi Beta Lambda (PBL):** Students from the West Plains campus received five medals at the Future Business Leaders of America (FBLA)/PBL State Leadership Conference. Three of the students now qualify to compete at the national conference in Baltimore, Maryland, in June.

**Annual Auction:** More than \$18,000 was raised during Missouri State University-West Plains' annual auction April 13 at the West Plains Civic Center. Approximately 140 people attended the "True Blue Auction," which included dinner and silent and live auctions. Proceeds from the event will go to the Greater Ozarks Center for Advanced Technology (GOCAT). The facility and its contents were badly damaged by flooding last spring, just weeks after it opened. Funds raised from the auction will go toward repairing equipment damaged by floodwaters and the purchase of other supplies.

VIII.A.

**Missouri State University Faculty Senate Report to MSU Board of Governors**  
May 17, 2018

Cindy MacGregor, Chair of Faculty Senate 2017-2018; [cmacgregor@missouristate.edu](mailto:cmacgregor@missouristate.edu)  
**Leadership Platform of Current Chair:** Clarify faculty voice in university decision making.

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

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

An extended report on the hiring trends at MSU was presented at the April session of Faculty Senate. The original report (January) and the extended report are available at <https://www.missouristate.edu/FacultySenate/Budget-Committee.htm>. The work of this committee also resulted in a Senate Resolution with an Internal Senate Action (C) to change the composition and work of the Faculty Senate Committee on University Budget & Priorities.

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

As described in the previous report, this committee plays an important role in the review of existing policy and review of new policy. The Committee on Rules' recommendation to Faculty Senate to make a standing committee of Faculty Senate was approved at the February session. In the fall, the Committee on Policy Review will be reviewing the hiring guidelines for department heads in response to a Senate Resolution with an Internal Senate Action (D).

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

As described in the previous report, this committee examined the change in graduation hours from 125 to 120. The change was recommended to the Faculty Senate and approved by university leadership and the Board of Governors. The change was implemented for spring 2018.

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

This gathering of past senate chairs who are still faculty at Missouri State University investigated the need for consistent guidelines for hiring department heads. The Resolution (D) referenced above is the outcome of their work, along with a draft set of guidelines as a starting point for policy. This advisory group, initiated by Chair MacGregor, will likely become a standing committee of Faculty Senate as per a Resolution to the May session (not included here).

**Other Faculty Senate Activity Since Last Report**

**Curricular Work Group.** A large work group continues to resolve various issues with the online curricular workflow system, that was initiated two years ago. The group is working to best utilize the staffing change in the Registrar's office (Thank you, Frank Einhellig!) so that faculty can have the expertise they need when putting together curricular proposals. This work group, assembled by Chair MacGregor, will continue to function as an extension of Faculty Senate leadership for future chairs.

**Leadership Lunches.** The leadership of faculty, staff, and students continues to meet monthly for lunch. This group includes the chair and chair-elect of Faculty Senate, the chair and chair-elect of Staff Senate, and the president and vice-president of the Student Government Association. Tom Dicke, Chair of Faculty Senate for the coming year, plans to continue these lunch meetings.

**SB997, Core Transfer Curriculum.** The Council on General Education and Interdisciplinary Programs (CGEIP), a council of Faculty Senate, proposed modified catalog language to better support the changes prompted by “Core 42.” These changes were approved at the April session of the Faculty Senate.

**Carpet.** Thanks to the support of President Smart, the Faculty Senate office and adjacent Provost Conference room in Carrington Hall will be re-carpeted soon, including the removal of asbestos found beneath the carpet.

**Future Efforts.** Chair MacGregor and President Smart have been discussing the following future efforts, which will be a collaborative effort between Faculty Senate and university leadership:

- Leadership Evaluation and Professional Development for University Administrators
- Fiscal Models for Academic Colleges to better support innovation and improve revenue.
- Mission Alignment of Athletics

### **Faculty Senate Resolutions**

#### ***A. Faculty Senate Resolution on Professor Salary Incentive Program (PSIP)***

**[Adopted at the April session of the Faculty Senate; Recommended by Committee on Faculty Benefits]**

**Be it Resolved** that the PSIP program will follow the guidelines for faculty input without undue Dean influence, and

**Be it further Resolved** that once faculty have applied for the PSIP and have been found to be qualified but are then turned down for the award that said faculty will be automatically included in the applications for the following years until they receive the award. Faculty are allowed both to update their applications in subsequent years and to withdraw their name from consideration, and

**Be it further Resolved** that the administration will provide more data to all faculty *ex post* regarding the results of the PSIP in any given year. Such data will include such things as those who won the award (already provided), total number of faculty who applied including number turned down, number ranked as qualified and unqualified by committees, and number who were ranked as maybes by the committee, and

**Be it further Resolved** that the administration will provide data *ex ante* before the deadline for applications regarding the approximate number of awards to be given in the current year so that faculty can make informed decisions about their applications.

***B. Faculty Senate Resolution on Tuition Benefits***

**[Adopted at the April session of the Faculty Senate; Recommended by Committee on Faculty Benefits]**

**Be it Resolved** that the policy regarding the age at which the tuition reimbursement benefit expires for children will be increased from the current 23 year old cutoff and increased to allow a normal student to complete both a bachelor's and a master's degree, and

**Be it further Resolved** that said children of faculty and staff are eligible to receive the tuition reimbursement benefit regardless of dependent status, and

**Be it further Resolved** that dependents of faculty and staff who are not their children (e.g. grandchildren, etc.) will be qualified for the tuition reimbursement benefit, and

**Be it further Resolved** that children of deceased faculty and staff who meet the other regular requirements (i.e., age restrictions) will be qualified for the tuition reimbursement program, and

**Be it further Resolved** that either of the following two options will be implemented: (1) the tuition reimbursement may be banked by faculty and staff in years that the full 15 credit hours is not utilized by the faculty/staff member or (2) MSU will offer full tuition waivers to faculty and staff, their spouses/partners and their children or eligible dependents.

***C. Faculty Senate Resolution with an Internal Senate Action Regarding Faculty Senate Committee on University Budget and Priorities***

**[Adopted at the April session of the Faculty Senate; Recommended by Ad Hoc Committee on Personnel Hiring Trends]**

**Be it Resolved**, that the Committee on Rules review the Bylaws of the Faculty to propose changes to the purpose and membership of the Committee on University Budget & Priorities. While the changes are being formalized, Steve Foucart and Megan Schiller are to be invited as ex officio members, the personnel data set is to be used by the B&P committee, and the reporting described in the proposed Bylaws changes is to be utilized. Thus, the 2018-2019 academic year will be a transition year for the B&P committee and their experience utilized to inform formal changes to the Bylaws as proposed by the Committee on Rules.

***D. Faculty Senate Resolution with an Internal Senate Action on Department Head Hiring***

**[Adopted at the April session of the Faculty Senate; Recommended by Ad Hoc Advisory Committee of Senate Chairs]**

**Be it resolved**, the Faculty Senate Committee on Policy Review place a high priority on developing guidelines for hiring department heads, using the guidelines developed by the Ad Hoc Advisory Committee of Senate Chairs as a place to begin. The Committee on Policy Review will present proposed guidelines to the Faculty Senate for additional refinement. Such guidelines will then be reviewed and refined by Academic Leadership Council before proceeding to Administrative Council. The Committee on Policy Review will remain engaged in the refinement of the guidelines as they route through the official policy-making channels.

VIII.B.

**Report from the Provost**

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

1. Approval of Resolution of Appreciation for Dr. Cynthia MacGregor
2. Update on Program Accreditation
3. Introduction of the Recipients of the Missouri State Foundation Awards for Teaching, Research and Service
4. Report on the 2018 Public Affairs Conference (Professor Michael G. Burton)

VIII.B.1.

**RECOMMENDED ACTION:** Approval of Resolution of Appreciation for Dr. Cynthia MacGregor

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

**WHEREAS**, Dr. Cynthia MacGregor, Professor in the Department of Counseling, Leadership and Special Education, served as Chair of the Faculty Senate for the 2017-2018 academic year; and

**WHEREAS**, Dr. MacGregor has worked tirelessly to promote the best interests of the institution and been an outstanding advocate on behalf of the faculty and curriculum development.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Governors of Missouri State University expresses its sincere appreciation to Dr. Cynthia MacGregor for her exemplary service as Chair of the Faculty Senate for the 2017-2018 academic year.

**VOTE:**        AYE    \_\_\_\_\_

                  NAY    \_\_\_\_\_

### VIII.B.3.

The Foundation Awards for Excellence in Teaching, Research and Service are intended to provide incentives for continued performance to a large number of full-time faculty who evidence significant accomplishments and are funded by the Missouri State University Foundation.

Foundation Awards are presented annually to full-time faculty members in recognition of excellence in the areas of teaching, research and/or creative activities and service. Their accomplishments epitomize the University's efforts to become a nationally acclaimed university, admired for the quality of its academic programs, the influence of its research and scholarship, the achievements of its students, faculty and staff, and the impact of its many service efforts.

#### **Missouri State University Foundation Awards for Service**

Dr. Paul Durham  
Biology

Dr. James Parsons  
Music

#### **Missouri State University Foundation Awards for Research**

Dr. Kyoungtae Kim  
Biology

Dr. Ridwan Sakidja  
Physics, Astronomy and Materials Science

#### **Missouri State University Foundation Awards for Teaching**

Dr. Amanda Brodeur  
Biomedical Sciences

Ivy Yarckow-Brown  
Criminology



The Governor's Award for Excellence in Teaching is based on effective teaching, innovative course design and delivery, effective advising, service to the University community, commitment to high standards of excellence and success in nurturing student achievement. The annual award is presented by the governor of Missouri and the Missouri Coordinating Board for Higher Education.

Ivy Yarckow-Brown  
Criminology

## SPRING 2018 PUBLIC AFFAIRS CONFERENCE |

### Conference Report

#### BRIEF OVERVIEW

The spring 2018 Public Affairs Conference convened April 10–12 and, by all measures, met the standards of quality established by previous conferences. The program successfully met the goal of engaging members of the university community on issues related to the 2017-2018 public affairs theme, ***Sustainability in Practice: Consensus and Consequences***. Total attendance was 4,588, which was a 15% increase over last year’s conference.



#### CONFERENCE PROGRAM

The conference program included keynote speaker and discoverer of the *Titanic*, **Robert Ballard** and 4 other plenary speakers: **Majora Carter**, urban revitalization strategist; **Vivian Carter**, deputy director of community engagement, Tuskegee University Health Disparities Institute; **Brady Deaton**, emeritus professor, University of Missouri; and **Ron Ireland**, supply chain management Innovator.

**34**  
Presenters

Including...

- Elise Golan, director of sustainable development, USDA
- Hannah Messerli, research professor of ecotourism, George Washington University
- Kimberly Ho, founder & CEO of Apogee International
- Scott Vanderwal, vice-president, American Farm Bureau
- Hellen Rwangyezi, marketing manager, Ndere Foundation, Kampala, Uganda

#### SPEAKER DEMOGRAPHICS

**61%**

Male

**39%**

Female

**76%**

Caucasian

**24%**

Minorities

**5%**

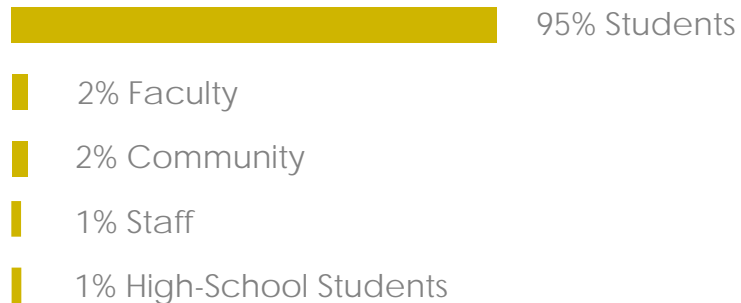
MSU alumni

## EVALUATION INFORMATION

### PLENARY SESSION EVALUATIONS

# 442

completed evaluations



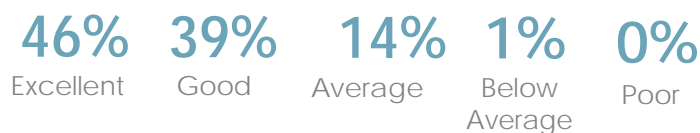
"This session addressed the topic as listed in session description."



"This session offered a unique perspective on the topic."



"This session broadened my perspective of *Sustainability in Practice: Consensus and Consequences*."



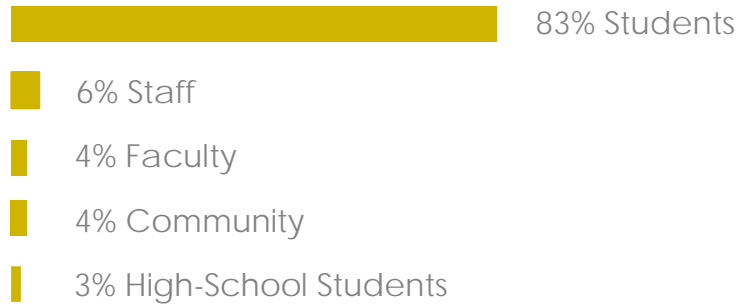
"Overall this session was..."

#### Students heard about the conference through the following mediums:

Professor: 75%	KSMU: 1%
Website: 28%	Facebook: 1%
Conference brochure: 16%	Other: 3% (classmate, friend, business fraternity, Student Government Association, PSU promotion, Instagram, ads around campus, Residence Life, Student Activities Council)
Email: 3%	
Twitter: 3%	

## PANEL SESSION EVALUATIONS

**900**  
completed evaluations



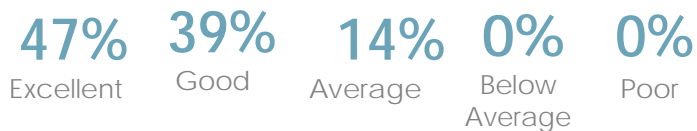
"This session addressed the topic as listed in session description."



"This session offered a variety of viewpoints."



"This session broadened my perspective of *Sustainability in Practice: Consensus and Consequences*."



"Overall this session was..."

### Students heard about the conference through the following mediums:

Professor: 72%  
Website: 25%  
Conference Brochure: 23%  
Email: 6%  
Twitter: 3%

KSMU: 3%  
Facebook: 3%  
*Springfield News-Leader*: 3%  
Other: 3% (prior attendance, Residence Life, sandwich boards, MSU-West Plains, extra-credit assignment, Instagram, family/spouse, English Language Institute, Community Partnership of the Ozarks, high school teacher, co-worker, friend ).



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

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

**PROJECT HIGHLIGHTS**

- **Stephen Stapleton**, Director of the School of Nursing received **\$148,233** from the **Missouri State Board of Nursing**, through the **Missouri Department of Higher Education**, for the Nursing Education Incentive Program. Which will provide the resources to increase the integration of simulation experiences in the generic 4-year BSN Program and the BSN-DNP program. By increasing simulation experiences in the nursing program, inter-professional collaboration with other healthcare profession programs offered at MSU will also be increased. This program will increase faculty resources by: 1) adding one full-time faculty person, 2) creating one graduate assistant position to assist with the simulation experiences throughout the curriculum, and 3) increasing simulation resources through the purchase of additional simulation equipment.
- **Chrystal Irons**, Director of the Small Business and Technology Center received **\$91,485** from the **U.S. Small Business Administration**, through **The Curators for the University of Missouri**, for the Portable Assistance Program. The purpose of this program is to help upskill incumbent workers and entrepreneurs to be more competitive in the advanced manufacturing sector and be a model for manufacturing growth to startup businesses and offering sustainability support to small businesses in South Central Missouri that are economically challenged.
- **Robert Mayanovic**, Distinguished Professor of Physics, Astronomy, and Materials Sciences, received **\$30,495** from the **U.S. Department of Energy**, through the **Los Alamos National Security, LLC**, to investigate Actinide-Water Interactions in High P-/t Environments. The results of the investigations will provide a fundamental understanding of the physicochemical properties of actinides in extreme aqueous environments that are vastly different from those currently known.

**RESULTS**

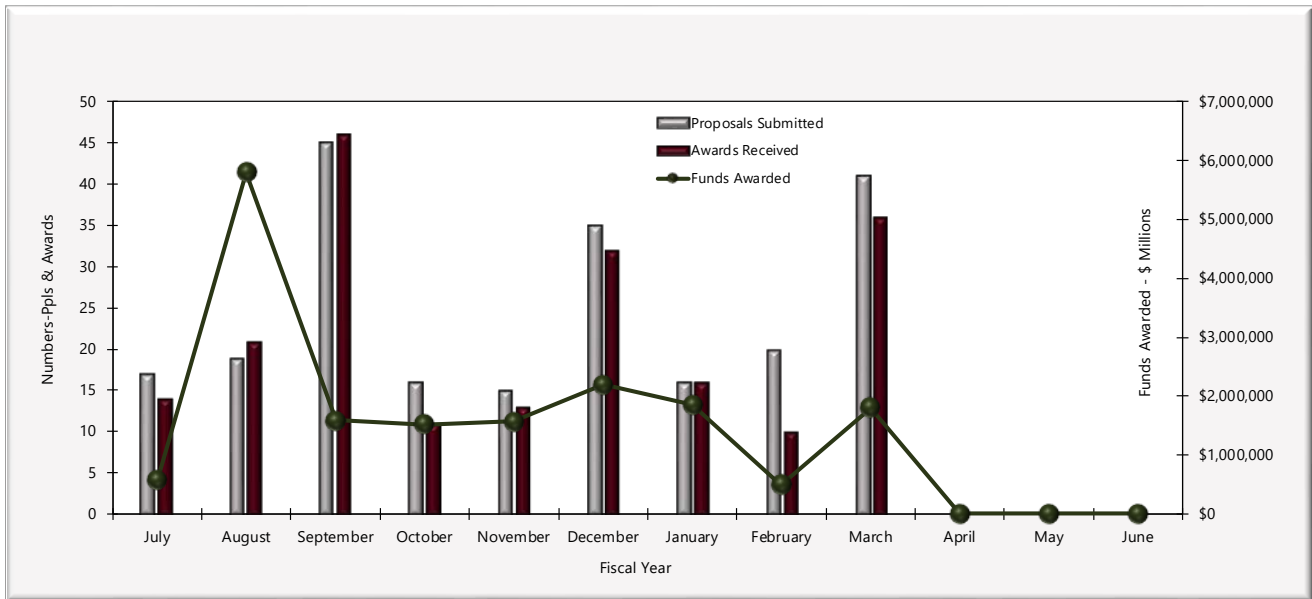
As of the end of March, the University has submitted 224 proposals for support of University-based projects. To date, 199 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$17.4 million. Some of these awards are for projects that extend over more than one year, but the full commitment for funds is allocated to the first year.

Key Indicators	Activity for FY 2018	% Change from FY 2017
Proposals Submitted	224	-19%
Funds Requested	\$30,369,812	-11%
Named Investigators	90	-11%
Grants & Contracts Awarded	199	-6%
Funds Awarded	\$17,402,534	3%

External funding activity so far in FY 2018:

Sponsored Program Activity FY 2018

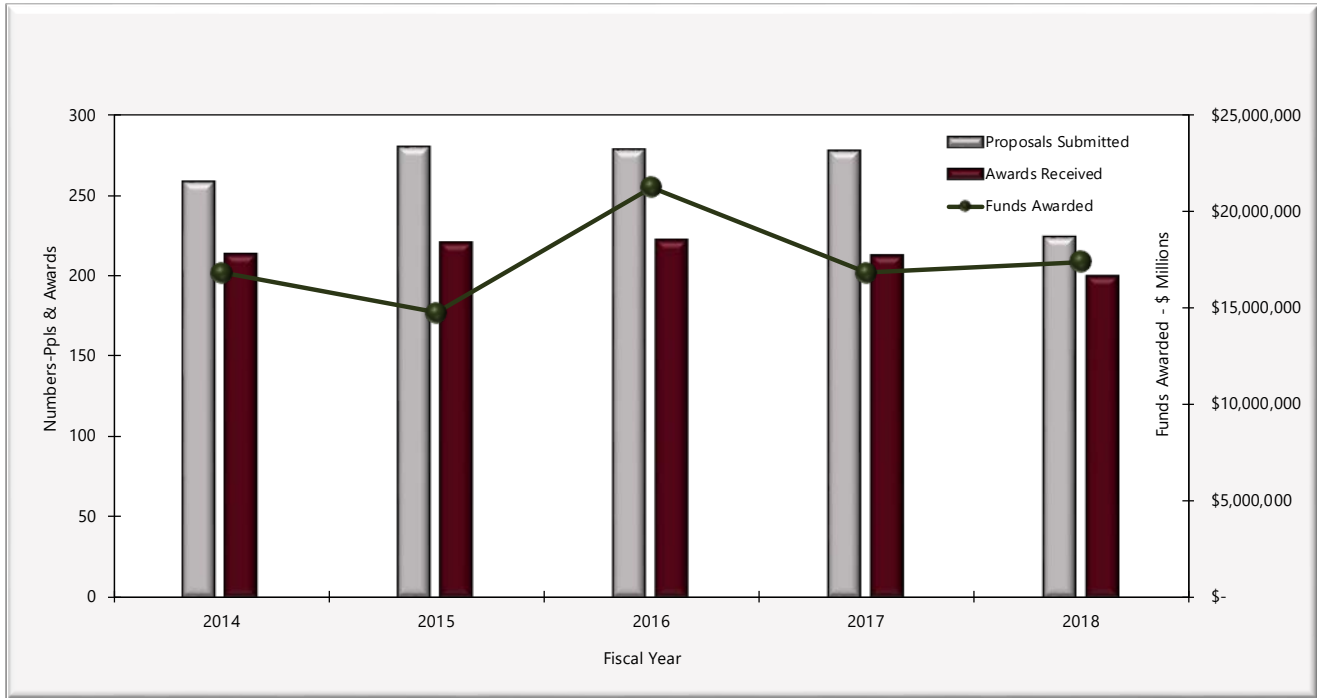
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	17	14	\$577,736
August	19	21	\$5,800,593
September	45	46	\$1,592,408
October	16	11	\$1,519,232
November	15	13	\$1,575,502
December	35	32	\$2,189,949
January	16	16	\$1,857,113
February	20	10	\$491,853
March	41	36	\$1,798,147
April	0	0	\$0
May	0	0	\$0
June	0	0	\$0
	224	199	\$17,402,534



A comparison of activity over the last five years:

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

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2014	259	35	0	7	45	126	213	\$ 28,267,983	\$ 16,818,797
2015	280	43	0	6	30	142	220	\$ 32,644,123	\$ 14,737,582
2016	279	43	2	7	36	134	222	\$ 47,322,168	\$ 21,279,383
2017	278	44	0	3	38	127	212	\$ 34,241,442	\$ 16,822,195
2018	224	41	0	7	33	118	199	\$ 30,369,812	\$ 17,402,534



Grant and contract activity for FY 2018, through March:

**Missouri State University  
FY 18 Grant/Contract Activity by Unit**

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Administrative Services	1	0	0	0	1	0	\$ -	1	0	\$ -
College of Agriculture	0	4	1	6	13	18	\$ 229,526	12	14	\$ 229,526
Center for Grapevine Biotechnology	0	1	0	1	3	2	\$ 84,964	2	2	\$ 84,964
Mid-America Viticulture & Enology Center	2	1	1	1	6	4	\$ 36,983	5	4	\$ 36,983
College of Arts & Letters	0	1	0	2	1	2	\$ 579,841	1	2	\$ 579,841
Center for Dispute Resolution	0	1	0	1	4	4	\$ 54,383	4	4	\$ 54,383
Center for Writing in College, Career, & Community	3	1	2	1	12	10	\$ 111,908	7	6	\$ 111,908
College of Business	0	1	0	1	4	4	\$ 1,763,325	4	4	\$ 1,763,325
Center for Project Innovation & Management	0	0	0	1	0	1	\$ 30,000	0	1	\$ 30,000
College of Education	2	5	2	4	11	11	\$ 645,884	11	11	\$ 645,884
Agency for Teaching, Leading and Learning	0	1	0	1	6	6	\$ 1,395,377	6	6	\$ 1,395,377
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Health & Human Services	2	17	3	16	31	33	\$ 1,203,378	24	25	\$ 1,146,642
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	5	0	1	6	2	\$ 421,875	5	2	\$ 421,875
Center for Archaeological Research	2	1	2	1	15	12	\$ 535,074	10	8	\$ 535,074
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	29	0	11	51	18	\$ 1,415,752	38	17	\$ 1,403,752
Bull Shoals Field Station	0	1	0	1	3	3	\$ 18,992	3	3	\$ 18,992
Center for Resource Planning & Management	2	0	3	0	12	15	\$ 618,530	9	10	\$ 618,530
Ozark Environmental Water Research Institute	1	1	1	1	8	7	\$ 165,013	6	5	\$ 177,013
Diversity & Inclusion	1	0	0	0	1	0	\$ -	1	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	1	4	0	2	5	2	\$ 6,555	3	2	\$ 6,555
President	1	0	1	0	1	2	\$ 555,892	2	2	\$ 555,892
Provost	2	2	1	2	5	4	\$ 64,915	5	4	\$ 64,915
Ozarks Public Health Institute	0	1	0	1	9	9	\$ 885,188	9	9	\$ 941,924
Southwest Missouri Area Health Education Center	1	0	1	0	5	5	\$ 190,870	5	5	\$ 190,870
Research & Economic Development	4	0	4	0	20	20	\$ 1,824,136	16	16	\$ 1,824,136
Center for Applied Science & Engineering	4	0	4	0	11	10	\$ 2,146,762	7	6	\$ 2,146,762
Center for Biomedical & Life Sciences	0	1	0	1	5	7	\$ 125,446	5	7	\$ 125,446
International Leadership & Training Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	1	0	1	0	7	7	\$ 819,416	7	7	\$ 819,416
Small Business Development & Technology Center	1	0	1	0	5	6	\$ 129,143	5	6	\$ 129,143
Student Affairs	1	0	2	0	1	3	\$ 305,373	1	3	\$ 305,373
West Plains	4	4	5	2	11	9	\$ 1,038,034	10	8	\$ 1,038,034
<b>TOTAL</b>	<b>38</b>	<b>82</b>	<b>35</b>	<b>58</b>	<b>273</b>	<b>236</b>	<b>\$ 17,402,534</b>	<b>224</b>	<b>199</b>	<b>\$ 17,402,534</b>

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

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



X.A.

**REPORT TO BOARD OF GOVERNORS  
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER  
Submitted for Board of Governors Meeting (May 17, 2018)**

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

**6<sup>th</sup>Annual Collaborative Diversity Conference (CDC) held 4/25-28/2018:** The theme for this year's conference was "Facing Racism in 2018 and Beyond: A Changing Dynamic." The speakers and workshops focused on addressing the resurgence of racism, anti-LGBTQ+ sentiments, challenges faced by international students, faculty and staff, and discrimination against those from diverse backgrounds.

The conference focused on viable ways to implement and embrace inclusive excellence to transcend the bias that permeates our political, social and economic environments. Thirty-seven conference participants attended the first pre-conference 1-day training on Facing Racism that addressed racism, bias and unconscious bias and how to be anti-racist.

Dr. Damon A. Williams, chief catalyst for the Center for Strategic Diversity Leadership and Social Innovation, provided insight into implementing an inclusive excellence model to innovate diversity and empower leaders. He also met with our administrative and academic leadership teams to share his expertise in strategic diversity leadership, youth development, corporate responsibility and organizational change.

Former Missouri State University Board of Governor, Ms. Phyllis Washington, was honored as the 2018 Statewide Diversity Champion for her life-long commitment to educating students from diverse backgrounds in Kansas City. Ms. Washington's leadership in promoting the inclusion of diversity at the university resulted in the establishment of the Division for Diversity and Inclusion and sponsored benefits for all employees.

The closing plenary session featured a "Conversation with Diversity Champions" panel discussion. Panelists Jim Anderson (Cox Health), Capt. Ron Johnson (Missouri State Highway Patrol), Dr. Damon Williams and President Clif Smart shared their efforts in addressing and resolving divisiveness, hostility and rancor in the workplace, in higher education and in society as a whole.

Dr. Williams was also the opening plenary speaker for the Missouri State University Student Summit 2018 on Saturday, April 28, 2018. The Summit was a student only conference and part of the Collaborative Diversity Conference. Its theme was "Building a Community of Change".

By the Numbers: 305 total registrations (this includes pre-conference only registrations, external, MSU, sponsors, presenters and committee)

10 pre-conference only registrations

295 2-day conference only registrations

37 Facing Racism in 2018 and beyond pre-conference registrations (includes pre-conference only registration and those who also attended the 2-day conference)

29 MSU employees registered for the full conference (\$50) {25 checked in}

126 MSU employees registered for the partial conference (no cost) {only 55 checked in}

MSU Sponsorships:

MSU Library Services

MSU COB David D. Glass Distinguished Lecture Series

MSU Networking & Telecommunications

MSU International Programs

There were MSU employees attending as part of the complimentary sponsor registrations. These numbers are included in the numbers above.

### **Facing Racism Institute (FRI)**

The next session for the FRI reconvenes at Missouri State University with premier sponsor the Springfield Area Chamber of Commerce and corporate partners Community Foundation of the Ozarks and City Utilities of Springfield on May 31 and June 1, 2018. It is entitled "A CHANGING DYNAMIC: Facing Racism in 2018". The FRI program includes understanding origins of racism; engaging in meaningful conversations about its impact while developing strategies to mitigate and eliminate divisive racist attitudes and behaviors. *Dr. Leslie A. Anderson and Professor Lyle Q. Foster, Faculty Diversity Training Coordinator*, facilitate the sessions with 20 participants from the private and public sectors. <https://diversity.missouristate.edu/FacingRacism.htm>

### **Staff Diversity Composition Initiative (SDCI)**

Program administered in Division for Diversity & Inclusion by Chief Diversity Officer. See [https://www.missouristate.edu/policy/Op1\\_02\\_10\\_Staff\\_Diversity\\_Composition\\_Initiative.htm](https://www.missouristate.edu/policy/Op1_02_10_Staff_Diversity_Composition_Initiative.htm)

### **Giving Voice**

Giving Voice (GV) is a student theatrical organization sponsored by a collaboration that includes DDI and the College of Arts and Letters that represents the challenges of underrepresented group students, employees and faculty. Memorandum of Understanding signed with DDI, Office of the President, College of Arts & Letters, and Department of Dance and Theatre. ***GV featured at National Association of Diversity Officers in Higher Education (NADOHE) Annual Conference in Washington, D. C. in March 2018, and asked to return next year for plenary presentation.***

### **Faculty Diversity Coordinator**

Professor Lyle Q. Foster, Sociology, and Faculty Diversity Coordinator in the Division for Diversity & Inclusion, continued new faculty Cultural Consciousness professional development sessions during 2018 spring semester.

### **Tough Talks**

Tough Talks facilitated by Sociology Professor Lyle Q. Foster for spring 2018 semester concluded May 1, 2018. Topics discussed this semester: Why are we so violent (3/6, 20,27); Has Hollywood Woke? (3/7, 21, 28); Time Out for the 2<sup>nd</sup> Amendment (4/17, 24 and 5/1); How Do You Embrace Your Voice: Discussion regarding sexual violence and real meaning of “consent” (4/21/2018).

### **Faculty Mentoring Program**

University-level Faculty Mentoring Program concepts to be discussed with Deans, Academic Leadership, and Faculty Senate Leadership.

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

**President’s Community Diversity Council**, convened by DDI met on March 28, 2018, at Meyer Alumni Center, Ste. 505, to receive updates on diversity initiatives on campus and within the community. Council interested in focusing on diversity and inclusion best practices that enhance cultural competencies that benefit business, corporate, public, and nonprofit entities throughout the region.

**President’s Student Diversity Council**, convened by Student Affairs, focuses on enhancing campus and community stakeholders’ capacity to increase student retention and success while ensuring access to campus and community services available for historically underrepresented students. Last meeting held on March 27, 2018, in PSU Union Club.

**Scholar 2 Scholar Program (S2S):** S2S is a campus-wide research initiative for undergraduate students awarded work-study funds with interest in helping faculty from all disciplines as research assistants by engaging in faculty research projects. Dr. Adena Young-Jones, DDI Diversity Fellow, facilitates S2S administration.

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

Background: Lumina Foundation and Rockefeller Enterprises Philanthropy Advisors collaborating on development and funding of **Talent Hubs** for next phase of Project 2025 to increase post-secondary attainment of traditional-age targeted underrepresented students ages 18-24 who are currently enrolled in post-secondary education with certifications, 2-year and 4-year degrees who will graduate within 2 years.

*Application for funding submitted for collaborative approach to retention and graduation of targeted population that includes African-American, Latinx, Native American and low socio-economic students graduating within 2 years by partnership comprised of MSU, OTC, Prosper 2015, Community Partnership of the Ozarks, and Community Foundation of the Ozarks denied. Coordinator attended technical assistance workshop in Denver, CO. to discuss proposal and opportunity for future submission.*

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

**Religious Diversity Climate Survey:** The University and the DDI was awarded the 2018 Values, Interfaith Engagement, and Worldview Survey (VIEWS) scholarship in the amount of \$2000. At a minimum 4,000 student participants were to be surveyed. Survey completed April 2018. VIEWS data will be used to develop specific campus outcomes or goals regarding religious diversity on campus.

**Brother 2 Brother (B2B)**

B2B is a local student mentoring and leadership program for historically underrepresented group male students and affiliate of the Student African American Brotherhood (SAAB)

<http://saabnational.org/> that has a MSU chapter and an OTC chapter. The CDO is advisor to MSU chapter and the members and mentors/advisors meet monthly. CFO is fiscal agent for SAAB. SAAB Annual Conference, held in Atlanta, Georgia, was attended by MSU President Smart, who participated in President's Panel, and five MSU students and one OTC student members.

**2017-2018 Action Plan:** CDO continuing to develop Division for Diversity and Inclusion priorities for fall 2017-spring 2018 with assistance of Offices of the President and Provost, Administrative Council, Academic Leadership Council as well as deans of colleges and department heads.

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

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

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

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

### **CDO attended various events during following months:**

#### **February 2018**

Community Leadership Forum

Talent Hub Grant Application Review meeting

Bridge Springfield: Brother2Brother General Meeting

Student African American Brotherhood National Director, Dr. Tyrone Bledsoe, Reception & Dinner

Public Entities Diversity Initiatives Meeting

Graduate Student Mecca Walker's Thesis Presentation Rehearsal

Interfaith Initiative Meeting with Professor Stephen Berkwitz

MIB Board of Directors Meeting

MSU Bias Response Team Meeting

Dr. Todd Payne Dinner and Springfield Symphony Performance commemorating African American Heritage Month

MODOHE conference call meeting

Presentation with President Smart at Springfield Metropolitan Bar Association luncheon on "Banking on Inclusion: The Business Case for Diversity"

Board of Governor's casual dinner at Vito's Kitchen

Meeting with City Manager and staff, Lyle Foster and community leaders on African American Heritage Trail collaborative project

Attended Board of Governor's Committee meetings and Board Meeting

Participated in Inclusive Excellence Leadership Scholarship Interview Day and Luncheon

Introductory meeting with Michelle Scott-Huffman, new campus minister, and Howard Caver

Participated in Black Heritage Month session with MSU black male students entitled "Black Men Smile, Too"

Attended Diversity Lunch and Learn session in Union Club

### **March 2018**

Attended Bill Rowe Reception and MVC Basketball Tournament in St. Louis with guests from the Missouri Missionary State Baptist Convention and university administration

Attended National Association of Diversity Officers in Higher Education (NADOHE) Annual Conference in Washington, D.C.

Spoke at Missouri Missionary State Baptist Convention Education Luncheon in Osage Beach, Missouri

Recorded interview for Missouri State Journal on Collaborative Diversity Conference

Attended Inclusive Excellence Leadership Scholarship Debriefing session

Participated in MSU The Standard interview regarding diversity and inclusion at university.

Attended Shattering the Silences program

Attended American Association of Colleges and Universities Diversity, Equity, and Inclusion conference in San Diego, California

Attended President's Student Diversity Council meeting

Attended West Plains Chancellor candidate interview with Administrative Council

Chaired President's Community Diversity Council meeting

Attended E-Factory 5<sup>th</sup> Anniversary celebration

Attended Grand Opening of Larry Bedell Restaurant in Van Buren, Arkansas

### **April 2018**

Attended Public Entities Diversity Initiatives Outreach, Recruitment, and Retention Subcommittee meeting

Speaker at Intro to African American Studies Class

Attended University of Missouri "Evening of Music & Poetry" as guest of Vice Chancellor for Diversity, Inclusion and Equity/Chief Diversity Officer

Attended Interfaith: It's OK to Talk About workshop sponsored by Multicultural Services

Attended AAC & U webinar- A Vision for Equity

Meeting with Heather Hardinger, Taney County Partnership and Branson Chamber of Commerce regarding 2018 Collaborative Diversity Conference workshop on NAACP Travel Advisory

Attended Bias Response Team meeting

Chaired, participated, moderated 2018 Collaborative Diversity Conference

Attended All Faculty Reception in PSU

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

April 3 Springfield Convention and Visitors Bureau – Diversity Panel

April 4 Met with 417 Magazine – Serve as Panelist in July

April 5 Good Morning Springfield

April 5 Student Success Committee

April 5 Project Preparation with Ana Estrella – MBAA International

April 9	Administrative Council Meeting – Wes on Holiday
April 10	Met with Yolanda Salas – Multicultural Scholar
April 10-12	Attended Public Affairs Conference Events
April 12	MIB Awards Banquet
April 13	Met with Logan Aguirre – 417 Magazine President
April 13	Met with Dr. Dee Siscoe – Development Sessions for Student Affairs
April 13	Missouri Public Affairs Banquet – Committee Member
April 16	Met with Yvania Garcia – Multicultural Programs
April 16	Met with Debbie Donnellan – HR Sessions
April 17-21	<b><i>MBAA International Conference – Elected President Elect and Program Chair for 2018-2019</i></b>
April 23-28	Collaborative Diversity Conference – Preparation and Sessions
April 30	Staff Meeting
April 30	BEARS LEAD meeting
	Sponsor contacts – Contacted new sponsors for 2019 conference
	Facing Racism Institute – Recruit Participants and Sponsors
	Reviewing Submissions for Franklin Publishing

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

Participated in Collaborative Diversity Training Conference Committee meetings for planning

Conducted one day Facing Racism Training at the CDC conference with Dr. Leslie Anderson

Presented Implicit Bias Workshop with Dr. Leslie Anderson at the CDC conference

Facilitated the next round of Tough Talks on campus with the conversation thread....A New Look at the Second Amendment.....and Learning to Give Voice in collaboration with the Green Dot program. All sessions were very well attended.

Collaborated with the Faculty Center for Teaching and Learning and the International Program Office on three listening sessions to better understand and support international faculty and staff on campus...action steps to follow.



Attended and participated in Bears Lead advisory meetings and activities

Attended a number of campus initiatives from diverse student organizations

Continue to work on proposal for the Springfield-Greene County African-American Heritage Trail.

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

#### **2018 - completed after February 7, 2018**

##### Core Responsibilities:

Book Talk 1: Blind Spot—12 attendees

Book Talk 2: Blind Spot—11 attendees

Book Talk 3: Blind Spot—7 attendees

S2S Orientation Session 2—canceled (conference call—1 faculty, 1 student)

S2S Informational Session 1—1 attendee

S2S Informational Session 2—0 attendees

Shattering the Silences: One Drop of Love—full PSU including floor seating

Shattering the Silences: Define American—full PSU

Mini-Diversity Workshop 2: Critical Perspectives: Micro-Aggressions in Academia—9 (first session) and 5 (second session)

Mini-Diversity Workshop 3: Critical Perspectives: Assumptions on Campus—3 (first session) and 5 (second session)

##### Extra Activities:

-Planned and revised materials for the book talk events

-Organized the S2S orientation, informational, and conclusion sessions

-Prepared and updated the Mini-Diversity Workshop materials

-Updated S2S promotional materials

-Created a S2S survey to document impact and effectiveness from students' perspectives

-Met individually with students interested in the S2S program

-Coordinated two Shattering the Silences events (Jose Antonio Vargas-Define American; Franshen Cox DiGiovanni-One Drop of Love)

-Engaged in a luncheon and discussion with the Shattering the Silences speaker (Jose Antonio Vargas)

-Met with Nancy Gordon and Kelly Cabrera Hurtado regarding cultural awareness in the classroom for International Programs

-Emailed Michelle Smith, Yvania Garcia-Pusateri, and Mariah Greer to promote S2S

-Met with Justin Lozano, Matt Banks, Shannon Wooden, and Kristeena Laroue to discuss disability awareness programming

-Panelist for a discussion after a documentary (*An Ordinary Hero: The True Story of Joan*)

*Trumpauer Mulholland*) presented by the Childhood Education and Family Studies Department

-Supported Dr. Hornsby-Gutting with the African & African-American Studies event (Giving Voice to Archival Silences)

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

-Served on the CDC planning committee

-Hosted a Diversity Lunch and Learn Event 1 with Lyle Foster (Sharing Privilege)—2 attendees

-Hosted a Diversity Lunch and Learn Event 2 with Lyle Foster (Inclusive Classrooms)—9 attendees

XI.A.

**STUDENT BODY PRESIDENT REPORT**

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

**Student Affairs Report**  
**Missouri State University Board of Governors**  
May 17, 2018

The Division of Student Affairs' mission is to support student success, foster student engagement, inspire a commitment to public affairs, and instill pride and tradition. Highlights since the February Board Meeting include:

**Enrollment Management & Services:**

- The Career Center completed a search for the department director and Dr. Kelly Rapp was hired.
- Admissions hosted *Admitted Student Day* on April 14<sup>th</sup>. It was a pilot program for students who had yet to finalize their college plans for fall 2018. We had 150 students and their families in a limited participation program. We will use what we learned from this pilot venture to build our program for next year.

**Dean of Students:**

- 2,053 students have registered to attend SOAR this summer (as of the morning of April 24).
- 703 baseball tickets were sold for Spring Family Day, the highest amount sold in the four years we've hosted this event. (Spring Family Day was held April 21.)
- 73 new students are registered to attend the Ursa Experience this August.
- Ursa Experience crowdfunding raised \$2,821, allowing us to provide financial assistance for 28 students.
- The MSU Counseling Center provided counseling services to a total of 1,216 students since June 1 and provided a total of 3,315 individual counseling sessions. This will be the third, consecutive, record-setting year for the number of students counseled in the MSU Counseling Center.
- The Counseling Center hired a new Victims Services and Advocacy Mental Health Clinician (10 month position) funded by a 3-year grant through the department of Justice. Jane Henke, MEd, Licensed Professional Counselor, joined the Counseling Center in this role, beginning March 19. She will primarily counsel and provide support to students impacted by sexual assault, domestic and dating violence, and stalking.
- Greek Week took place April 2-April 7, 2018. A committee of fourteen students organized a week of events. The events included an educational speaker, intramural sports, VIP awards banquet, Greek God and Goddess, and Greek Jam. The week was a great opportunity for our 3,200+ students to come together and celebrate their community. During the week, students donated over 8,000 items to the Springfield community and completed nearly 400 community service hours in one day.
- Over 250 students have joined Fraternity and Sorority Life this semester.
- Alpha Sigma Phi established a colony with 45 men. Once approved by the Student Government Association, FSL will have 36 chapter.
- Emerging Leaders participation doubled from 60 participants to 121, in two sessions this spring.
- Forty students presented on red flag issues from the 2017 Springfield Community Focus Report, as part of their research for the Distinction in Public Affairs program.
- In March, twenty-five recipients of the Hutchens/SGA Centennial Leader scholarship were selected.
- Justin Lozano, Director, was elected by his peers to be the Vice President of their regional professional organization, MO-AHEAD (Missouri Association on Higher Education and Disability).
- Kristeena LaRoue, Associate Director, was chosen to be part of the conference planning committee for the MO-AHEAD conference, and is also assisting in the planning of the first ever Web Accessibility Summit in Columbia, which is being spearheaded by Sara Clark of Web & New Media.
- The Office of Student Conduct participated in a review of the Code of Student Rights and Responsibilities, which will be brought forward to this body by the summer meeting.
- We have received over 230 registrations for the Impact Summit on College Student Mental Health, which will be held on Wednesday, May 2<sup>nd</sup> from 8am – 5pm.
- Dean Thomas Lane presented the session "Responding to Bias on Campus" as part of the university's Collaborative Diversity Conference.
- SGA elections were held and Isaiah Villarreal was elected Student Body President and Dillon Cordel was elected Vice President.

### **Residence Life, Housing and Dining:**

- Residence life is winding down the semester with awards and recognition gatherings for student leaders and their contributions to a successful residential experience for 17-18.
- The pre-construction work at Woods will cease May 11-17 so that the residents will have a quieter environment as they prepare for finals.
- The department is gearing up for a robust Camps and Conference summer, including housing the SOAR program and Summer School.

### **Campus Recreation:**

- Recreational Sports – Established a new intramural sport: *Archery tag*.
- Missouri *ShowMe Intramural Basketball Shootout* was hosted by MSU Campus Recreation and was run entirely by student staff.
- Outdoor Adventures – hosted the 4<sup>th</sup> Annual Stumped or Pumped Bouldering Competition at the Foster Recreation Center Rock Wall for 40 competitors and over 50 spectators.
- Fitness & Wellness – KSMU will broadcast *Getting in Shape for the Summer through Exercise/Wellness* on June 5 from 9:30-10am. Campus Recreation's Fitness GA, Joe Arledge, and Personal Trainer, Kayla Howard, were guests.
- Hosted '*Groovin into Summer*' Fitness Challenge event on April 18 with over 65 participants.

### **Multicultural Services**

- Multicultural Services hosted the second annual NPHC Banquet, honoring the men and women involved in the 9 NPHC Organizations (Devine 9).
- Multicultural Services hosted the MSS Graduation Ceremony and Reception on May 10<sup>th</sup> recognizing over 50 students who will receive their degree from MSU this spring.
- Of 18 seniors in Upward Bound - TRIO program, all 18 have been admitted to a college or university. Three will be attending Missouri State University (Springfield) and of those three, two of these are getting the Board of Governor's Scholarship. Two signed athletic scholarships - Missouri Southern University and Pittsburgh State University (Kansas).
- For Student Support Services -TRIO program we have five Spring Graduates and are currently serving 196 active participants.
- Multicultural Programs celebrated Asian/Pacific Islander Heritage month in April with a number of programs and activities.
- Multicultural Programs hosted the Missouri State University Student Diversity Summit and over 45 students and presenters were in attendance.
- In Access Programs, six students will be graduating this May.
- Three full scholarships have been awarded to Wyman TLP students for fall 2018.

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

- The Bill and Lucille Magers Family Health and Wellness Center is fully open and functioning well, now.
- Tuesday evening clinics and Saturday morning clinics have been added for the spring and fall semesters.
- The drive-through lane is popular at the Pharmacy.

### **MSU Bookstore:**

- The Bookstore took their mobile store to the Maroon Ball events in Kansas City and St. Louis as well as the Men's and Women's Basketball tournaments in St. Louis and Moline, Illinois. We had a successful sales result at all events.
- The Bookstore plans to open a new boutique store in the PSU store before the end of this semester.
- The Bookstore has been involved in several book-signing events on-campus with the most successful event occurring during the Public Affairs week. Robert Ballard's latest book was a complete sellout.

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

XI.B.1.

**RECOMMENDED ACTION** – Offer of commendation to Brandon McCoy for service as Student Body President.

**WHEREAS**, Brandon McCoy served as Student Body President at Missouri State University from May 2017 through May 2018, has been actively involved in student government throughout his collegiate career, and has been faithful and competent in the performance of his duties; and

**WHEREAS**, Brandon McCoy has provided exceptional leadership which has resulted in a high level of respect for the Student Government Association among students, faculty, staff, and administration; and

**WHEREAS**, Brandon McCoy has pursued a fully participatory form of student governance by working energetically to keep students informed of issues affecting the University and soliciting student input and ideas; and

**WHEREAS**, Brandon McCoy has continually demonstrated his dedication to the University and his fellow students through many leadership and service roles in extracurricular activities and has represented the interest of students and effectively communicated their views to the University administration and to the Board of Governors; and

**WHEREAS**, Brandon McCoy has conducted himself in a manner appropriately befitting the President of the Student Body of a major state university.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Governors for Missouri State University, that we commend Brandon McCoy for outstanding service as Student Body President of Missouri State University from May 2017 through May 2018.

VOTE:        AYE \_\_\_\_\_

                 NAY \_\_\_\_\_

XI.B.2.

**RECOMMENDED ACTION** – Offer of commendation to Caitlin Schaefer for service as Student Body Vice President.

**WHEREAS**, Caitlin Schaefer served as Student Body Vice President of Missouri State University from May 2017 through May 2018, and has been faithful and competent in the performance of her duties; and

**WHEREAS**, Caitlin Schaefer has presided over the Student Government Association with considerable parliamentary skill, leadership, and motivation; and

**WHEREAS**, Caitlin Schaefer has provided exceptional leadership which has resulted in a high level of respect for the Student Government Association among students, faculty, staff, and administration; and

**WHEREAS**, Caitlin Schaefer has continually demonstrated her dedication to the University and her fellow students through many leadership and service roles in extracurricular activities; and

**WHEREAS**, Caitlin Schaefer has conducted herself in a manner appropriately befitting the Vice President of the Student Body of a major state university.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Governors for Missouri State University, that we commend Caitlin Schaefer for outstanding service as Student Body Vice President of Missouri State University from May 2017 through May 2018.

VOTE:        AYE\_\_\_\_\_

              NAY\_\_\_\_\_

MarCom updates since the February 23, 2018 meeting

**Public Affairs Hall of Fame Inductions Ceremony**

All areas contributed to the success of this signature event that was held on April 13. University Communications prepared releases and biographies used on the web and in print pieces. Additionally, they drafted the scripts for each video that was presented for the inductees. Photo Services created the videos for each inductee as well as photographed the event and the inductees. University Publications designed the invitations and the program and Web and New Media updated the website, the Welcome Center kiosk and provided social media support at the event.

**OPT Tower Collapse**

University Communications along with Web and New Media responded quickly and effectively to the OPT tower collapse on April 19, working closely with the university crisis management team. We were on site at the tower collapse to respond to local media who were out in force. We also had a team working on messaging for media releases, social media, etc. Photo services worked with crisis management in the week following to provide a visual record of the site (video and photography) for future use by investigators and the university.

**Web and New Media**

Effective May 1, Director Sara Clark will be working a 75% schedule. As a part of this change, social media has transitioned to University Communications.

**University Communications**

- The team is spending some time reworking their processes and strategies as they add social media into their area of support. This is not a new model in higher education, but it is new to the team.
- The team continues to actively promote professors and their associated research with national media – not only to identify them as expert resources, but also to promote their articles for use across the U.S.

**Photo and Video Services**

- The video team continues to produce creative videos that inspire the campus community.
- Our photography team continues to produce quality work that incorporates the new brand, and expands our archives.

**Publications**

The team is very busy working with Admissions, SOAR and other areas within Student Affairs as these units prepare communications for the next wave of new and prospective students.



XIII.A.

**STAFF SENATE REPORT**

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

XIII.B.

**RECOMMENDED ACTION - Offer of commendation to Robert Moore for service as Staff Senate Chair**

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

**Whereas**, Robert Moore has served as Chair of the Staff Senate at Missouri State University for fiscal year 2017-2018; and

**Whereas**, Robert Moore has provided outstanding leadership which has resulted in a high level of respect for the Staff Senate among the University's staff, faculty, students, and administration; and

**Whereas**, Robert Moore has pursued a fully participatory form of Staff Senate governance by working energetically to keep staff informed of issues affecting the University and soliciting staff input and ideas; and

**Whereas**, Robert Moore has continually demonstrated his dedication to the University and his fellow staff, and has represented the interests of staff and effectively communicated their views to the University administration and to the Board of Governors; and

**Whereas**, Robert Moore has conducted himself in a manner appropriately befitting the Chair of the Staff Senate of a major state university.

**Be It Now Resolved**, by the Board of Governors for Missouri State University, that we commend Robert Moore for his outstanding service as Staff Senate Chair at Missouri State University for 2017-2018.

VOTE:        AYE \_\_\_\_\_

              NAY \_\_\_\_\_

XIV.A.

**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 February		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 17	4,584	\$176,414	35	\$145,891	4,619	\$322,305	34,793	\$5,233,598	FY 17
	<b>FY 18</b>	5,890	\$189,105	38	\$188,182	5,928	\$377,287	40,752	\$4,904,602	<b>FY 18</b>
<b>Special Campaigns</b>	FY 17	27	\$3,529	1	\$25,000	28	\$28,529	957	\$3,257,571	FY 17
	<b>FY 18</b>	39	\$8,197	5	\$12,000	44	\$20,197	1,332	\$2,859,428	<b>FY 18</b>
<b>One Time Gifts</b>	FY 17	0	\$0	5	\$2,130,650	5	\$2,130,650	75	\$5,529,532	FY 17
	<b>FY 18</b>	0	\$0	9	\$2,871,216	9	\$2,871,216	116	\$7,349,965	<b>FY 18</b>
<b>TOTALS</b>	FY 17	4,611	\$179,943	41	\$2,301,541	4,652	\$2,481,484	35,825	\$14,020,701	FY 17
	<b>FY 18</b>	5,929	\$197,302	52	\$3,071,398	5,981	\$3,268,700	42,200	\$15,113,995	<b>FY 18</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2017 TO 02/28/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 02/28/2018	TOTAL 7/1/2016 TO 02/28/2017
G I F T S						
ALUMNI	\$73,550	\$2,306,202	\$958,980	\$514,918	\$3,853,650	\$3,356,562
FRIENDS	17,214	1,670,329	310,917	159,349	\$2,157,809	2,976,918
PARENTS	3,268	158,690	14,275	540	\$176,773	134,130
FOUNDATIONS	6,042	838,530	12,600	0	\$857,172	704,986
ORGANIZATIONS	3,102	310,618	1,164,817	2,540,521	\$4,019,058	1,353,375
BUSINESSES	11,049	1,819,781	148,436	2,070,266	\$4,049,533	5,494,730
GIFT TOTAL	<u>\$114,225</u>	<u>\$7,104,151</u>	<u>\$2,610,025</u>	<u>\$5,285,594</u>	<u>\$15,113,995</u>	<u>\$14,020,701</u>

	NUMBER OF DONORS 7/1/2017 TO 02/28/2018	NUMBER OF DONORS 7/1/2016 TO 02/28/2017
ALUMNI	4,971	5,181
FRIENDS	9,703	9,094
PARENTS	1,151	1,251
FOUNDATIONS	41	35
ORGANIZATIONS	154	114
BUSINESSES	797	597
TOTAL	<u>16,817</u>	<u>16,272</u>

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

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for March		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 17	5,268	\$246,614	51	\$188,000	5,319	\$434,614	40,112	\$5,668,211	FY 17
	<b>FY 18</b>	5,828	\$231,049	50	\$215,843	5,878	\$446,892	46,631	\$5,351,494	<b>FY 18</b>
<b>Special Campaigns</b>	FY 17	48	\$7,530	14	\$1,804,722	62	\$1,812,252	1,019	\$5,069,823	FY 17
	<b>FY 18</b>	61	\$9,371	16	\$60,200	77	\$69,571	1,410	\$2,931,565	<b>FY 18</b>
<b>One Time Gifts</b>	FY 17	0	\$0	12	\$473,460	12	\$473,460	87	\$6,002,992	FY 17
	<b>FY 18</b>	0	\$0	12	\$735,604	12	\$735,604	130	\$8,094,729	<b>FY 18</b>
<b>TOTALS</b>	FY 17	5,316	\$254,144	77	\$2,466,182	5,393	\$2,720,326	41,218	\$16,741,026	FY 17
	<b>FY 18</b>	5,889	\$240,420	78	\$1,011,647	5,967	\$1,252,067	48,171	\$16,377,788	<b>FY 18</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2017 TO 03/31/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 03/31/2018	TOTAL 7/1/2016 TO 03/31/2017
G I F T S						
ALUMNI	\$79,330	\$2,493,793	\$973,341	\$517,521	\$4,063,985	\$3,853,645
FRIENDS	24,197	1,860,330	318,356	159,501	\$2,362,384	3,203,070
PARENTS	3,293	179,626	14,655	540	\$198,114	157,343
FOUNDATIONS	6,042	846,680	12,600	0	\$865,322	931,596
ORGANIZATIONS	3,102	330,124	1,886,165	2,540,571	\$4,759,962	1,367,106
BUSINESSES	13,478	1,866,730	168,386	2,079,426	\$4,128,020	7,228,268
GIFT TOTAL	<u>\$129,442</u>	<u>\$7,577,284</u>	<u>\$3,373,503</u>	<u>\$5,297,559</u>	<u>\$16,377,788</u>	<u>\$16,741,026</u>

	NUMBER OF DONORS 7/1/2017 TO 03/31/2018	NUMBER OF DONORS 7/1/2016 TO 03/31/2017
ALUMNI	5,352	5,742
FRIENDS	10,598	10,180
PARENTS	1,297	1,383
FOUNDATIONS	43	42
ORGANIZATIONS	167	134
BUSINESSES	861	685
TOTAL	<u>18,318</u>	<u>18,166</u>

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

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for April		Running Totals		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
<b>Annual Gifts</b>	FY 17	4,503	\$165,892	52	\$179,664	4,555	\$345,556	44,667	\$6,013,768	FY 17
	<b>FY 18</b>	5,064	\$154,115	52	\$105,476	5,116	\$259,591	51,748	\$5,619,102	<b>FY 18</b>
<b>Special Campaigns</b>	FY 17	299	\$24,208	6	\$51,200	305	\$75,408	1,324	\$5,145,231	FY 17
	<b>FY 18</b>	140	\$10,943	15	\$155,591	155	\$166,534	1,571	\$3,102,469	<b>FY 18</b>
<b>One Time Gifts</b>	FY 17	0	\$0	6	\$26,684	6	\$26,684	93	\$6,029,676	FY 17
	<b>FY 18</b>	0	\$0	15	\$157,927	15	\$157,927	145	\$8,254,335	<b>FY 18</b>
<b>TOTALS</b>	FY 17	4,802	\$190,100	64	\$257,548	4,866	\$447,648	46,084	\$17,188,675	FY 17
	<b>FY 18</b>	5,204	\$165,058	82	\$418,994	5,286	\$584,052	53,464	\$16,975,906	<b>FY 18</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2017 TO 04/30/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 04/30/2018	TOTAL 7/1/2016 TO 04/30/2017
G I F T S						
ALUMNI	\$81,620	\$2,562,984	\$987,909	\$518,021	\$4,150,534	\$3,960,922
FRIENDS	24,884	1,971,468	332,011	162,079	\$2,490,442	3,340,680
PARENTS	3,368	191,971	15,195	540	\$211,074	166,873
FOUNDATIONS	6,042	856,380	12,600	0	\$875,022	956,976
ORGANIZATIONS	3,177	360,785	2,023,024	2,540,572	\$4,927,558	1,394,288
BUSINESSES	13,081	2,005,858	172,311	2,130,026	\$4,321,277	7,368,936
GIFT TOTAL	<u>\$132,172</u>	<u>\$7,949,446</u>	<u>\$3,543,050</u>	<u>\$5,351,238</u>	<u>\$16,975,906</u>	<u>\$17,188,675</u>

	NUMBER OF DONORS 7/1/2017 TO 04/30/2018	NUMBER OF DONORS 7/1/2016 TO 04/30/2017
ALUMNI	5,653	6,091
FRIENDS	11,099	10,757
PARENTS	1,381	1,448
FOUNDATIONS	44	47
ORGANIZATIONS	196	149
BUSINESSES	904	843
TOTAL	<u>19,277</u>	<u>19,335</u>



**XIV.B.1.**

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**RESOLUTION**

**OF THE**

**BOARD OF GOVERNORS**

**OF**

**MISSOURI STATE UNIVERSITY**

**ADOPTED: MAY 17, 2018**

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**Authorizing**

**\$19,000,000**

**AUXILIARY ENTERPRISE SYSTEM REVENUE BOND**

**SERIES 2018A**

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**RESOLUTION OF THE BOARD OF GOVERNORS  
OF MISSOURI STATE UNIVERSITY**

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**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF \$19,000,000 PRINCIPAL AMOUNT AUXILIARY ENTERPRISE SYSTEM REVENUE BOND, SERIES 2018A, TO PROVIDE FUNDS TO FINANCE ADDITIONS, RENOVATIONS, EXTENSIONS AND IMPROVEMENTS TO THE FACILITIES OF THE AUXILIARY ENTERPRISE SYSTEM OF THE UNIVERSITY; PRESCRIBING THE FORM AND DETAILS OF SAID BOND AND THE COVENANTS AND AGREEMENTS MADE BY THE UNIVERSITY TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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

**WHEREAS**, pursuant to the Act and resolutions adopted by the Board, the University has heretofore issued and as of the date of this Resolution has outstanding the following series of revenue bonds and notes payable out of the revenues derived from the operation of the various auxiliary enterprise system facilities and properties of the University as hereinafter described in more detail, and named and referred to as the “**Auxiliary Enterprise System**” (as established by previous resolution of the Board):

<u>Series of Obligations</u>	<u>Date of Obligations</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
Auxiliary Enterprise System Revenue Bonds, Series 2010B (Build America Bonds) (the “ <b>Series 2010B Bonds</b> ”)	07/30/2010	\$20,565,000	\$19,790,000
Auxiliary Enterprise System Revenue Bonds, Series 2014A (the “ <b>Series 2014A Bonds</b> ”)	02/27/2014	39,405,000	2,010,000
Auxiliary Enterprise System Revenue Bonds, Series 2015A (the “ <b>Series 2015A Bonds</b> ”)	4/23/2015	48,900,000	42,270,000
Auxiliary Enterprise System Revenue Bonds, Series 2016A (the “ <b>Series 2016A Bonds</b> ”)	10/27/2016	12,720,000	12,515,000
Auxiliary Enterprise System Revenue Bonds, Series 2017A (the “ <b>Series 2017A Bonds</b> ”)	12/20/2017	36,190,000	<u>35,915,000</u>
<b>Total</b>			<u>\$112,500,000</u>

**WHEREAS**, the Board desires to acquire, construct, erect, equip and furnish certain additions, renovations, extensions and improvements to the facilities of the Auxiliary Enterprise System, consisting of (1) renovation of and improvements to Woods House, a residential life facility on the University’s

Springfield campus; (2) acquisition of new or renovations to other existing residential life facilities; and (3) other miscellaneous capital improvements to the Auxiliary Enterprise System (the “**Project**”), which will constitute a part of the Auxiliary Enterprise System; and

**WHEREAS**, the Board hereby finds and determines that, in order to provide funds for said purposes, it is necessary and advisable and in the best interest of the University and of its students to issue Auxiliary Enterprise System Revenue Bond, Series 2018A (the “**Bond**”), pursuant to the Act, and to provide for the remainder of the costs that may be required for such purposes from funds of the University otherwise available; and

**WHEREAS**, immediately after the issuance of the Bond and the application of the proceeds thereof, the Series 2010B Bonds, the Series 2014A Bonds, the Series 2015A Bonds, the Series 2016A Bonds, and the Series 2017A Bonds (collectively, the “**Parity Bonds**”) will be the only obligations payable out of the revenues of the Auxiliary Enterprise System deemed to be outstanding, other than the Bond directed to be issued under this Resolution; and

**WHEREAS**, the Board hereby finds and determines that the terms and conditions upon which additional bonds may be issued, as established by the resolutions, as amended, under which the Parity Bonds have been issued by the Board (said resolutions being hereinafter referred to collectively as the “**Parity Resolutions**”), have been fully met and complied with, and that the additional bond herein directed to be issued may be so issued in all respects on a parity with said Parity Bonds heretofore issued; and

**WHEREAS**, the Board hereby finds and determines that it is in the best interest of the University and of its students that a revenue bond be issued and secured in the form and manner as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Resolution, the following words and terms as used in this Resolution shall have the following meanings:

“**Act**” means Chapter 176 of the Revised Statutes of Missouri, as amended.

“**Auxiliary Enterprise System**” means the University’s system of housing, dining, social, recreational, athletic, health, parking and other revenue producing facilities serving the University and its students, and shall be understood to include the following:

- (1) *Housing Facilities:* The following dormitory, dining and student union facilities located on the University’s Springfield Campus:
  - Hutchens House (capacity of 605 students).
  - Hammons House (capacity of 584 students).
  - Wells House (capacity of 394 students).
  - Wells Suites (capacity of 96 students).

- Freudenberger House (capacity of 740 students).
- Blair-Shannon House (capacity of 729 students).
- Sunvilla Towers (capacity of 246 students).
- Kentwood Hall (capacity of 101 students).
- Woods House (capacity of 376 students).
- Scholars House (capacity of 115 students).
- Monroe Apartments (capacity of 94 students).
- Student Union Building.
- Dining facilities located in Hutchens House, Blair-Shannon House, Kentwood Hall and Student Union Building.

(2) *Recreational and Athletic Facilities:* The following recreational and athletic facilities located on the University's Springfield Campus:

- Plaster Stadium, consisting of the University's 16,000 seat football stadium and a three-story building containing classrooms, racquetball courts, weight room, administrative offices, locker rooms, skybox suites, restrooms and concession areas, and a press box located above the three-story building.
- Hammons Student Center, a multipurpose recreation facility featuring six racquetball courts, and indoor swimming and diving area, nautilus weight machines, a walking/jogging area, locker/shower areas and five activity courts used for volleyball and basketball, for use by students, staff and faculty and their guests; excluding the portions of Hammons Student Center used by the University from time to time for general educational purposes.
- JQH Arena, a multipurpose arena and ancillary facilities.
- Bill R. Foster and Family Recreation Center, a student recreation and wellness center and ancillary facilities.
- Betty and Bobby Allison Recreation Fields, consisting of sand volleyball courts and multipurpose turf fields.

(3) *Parking Facilities:* The following parking and transportation facilities located on the University's Springfield Campus:

- The University's facilities and equipment for the parking of vehicles and movement of passengers around campus via shuttle buses, including two multi-level park-and-ride parking garages and bus terminals, with combined 2,330 stalls and waiting and loading areas, approximately 6,300 surface and metered parking spaces and a system of shuttle buses.

(4) *University Book Store:* The bookstore located on the University's Springfield Campus.

(5) *Health Facilities:* The health and wellness center of the University located on the University's Springfield Campus.

- (6) *West Plains Campus Facilities:* The following auxiliary operations located on the University's West Plains Campus:
- The bookstore, food service operations and one 60-person residence hall on the University's West Plains Campus.
  - Student recreation center, which also serves as a storm shelter for the campus, and ancillary facilities.
- (7) *Extensions, Improvements and Additional Facilities:* All extensions and improvements to any of the foregoing hereafter made or acquired by the University, and such additional dormitory, dining room, social, recreational, parking and other revenue producing facilities as at some future date may be added to the Auxiliary Enterprise System by resolution of the Board.

The Board may exclude or delete from the Auxiliary Enterprise System (i) any facilities heretofore or hereafter constructed or acquired that are financed with funds other than the proceeds of revenue bonds payable from the revenues of the Auxiliary Enterprise System and for which the University maintains separate and distinct operations, facilities and records, and (ii) any facilities abandoned, disposed of or deleted in accordance with the provisions of **Section 704** of this Resolution.

**"Board"** means the Board of Governors of the University.

**"Bond"** or **"Bonds"** means the University's Auxiliary Enterprise System Revenue Bond, Series 2018A, issued pursuant to **Section 201** of this Resolution, and any other Bond of such series authenticated and delivered in accordance with the terms of this Resolution.

**"Bond Purchase Agreement"** means the Bond Purchase Agreement entered into between the University and the Lender authorized pursuant to **Section 210** of this Resolution.

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**"Bondowner," "Owner" or "Registered Owner"** when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

**"Business Day"** means a day other than a Saturday, Sunday, legal holiday on which banks located in the city in which the principal payment office of the Paying Agent is located are required or authorized by law or executive order to remain closed.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**"Construction Fund"** means the Auxiliary Enterprise System Construction Fund created by **Section 401** of this Resolution.

**"Costs of Issuance Fund"** means the Auxiliary Enterprise System Costs of Issuance Fund created by **Section 401** of this Resolution.



**“Cumulative Outstanding Principal Amount”** means an amount equal to the aggregate of all amounts advanced by the Lender in accordance with **Section 203(b)**, less the aggregate amount of all principal paid pursuant to **Section 301** or **Section 302**, as reflected in the bond registration records maintained by the Paying Agent and in the Table of Cumulative Outstanding Principal Amount set forth in the Bond.

**“Current Expenses of the Auxiliary Enterprise System”** means all necessary operating expenses, current maintenance charges, cost of food served, expenses of reasonable upkeep and repairs, paying agent fees and expenses, properly allocated share of charges for insurance and all other expenses incident to the operation of the Auxiliary Enterprise System, but shall exclude depreciation and all general administrative expenses of the University.

**“Default Rate”** means a rate of interest equal to three percent (3%) per annum above the otherwise applicable rate of interest (including the Taxable Rate, if in effect) on the Bond.

**“Determination of Taxability”** means and shall be deemed to have occurred on the first to occur of the following:

- (a) on the date when the University files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;
- (b) on the date which the University shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that an Event of Taxability shall have occurred; or
- (c) on the date when the University receives notice from the Lender or any former Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Lender the interest on the Bonds due to the occurrence of an Event of Taxability;

*provided, however,* no Determination of Taxability shall occur under subparagraphs (b) or (c) hereunder unless the University has been afforded the opportunity, at its expense, to contest any such determination or assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been determined in a non-appealable order or ruling; provided further, however, that upon demand from any Lender, the University shall promptly reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, such Lender or former Lender shall be obligated to make as a result of the Determination of Taxability.

**“Event of Default”** means the occurrence of any event specified in **Section 901(a), (b)** or **(c)** of this Resolution.

**“Event of Taxability”** means (i) the occurrence or existence of any fact, event or circumstance solely as a result of the taking of any action or the failure to take any action by the University, or the making by the University of any misrepresentation in any Financing Documents or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds that has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Lender or any former Lender for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the

Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Lender or any former Lender for federal income tax purposes with respect to the Bonds solely as a result of an action or inaction by the University described in clause (i) of this definition.

**“Expenses”** means, for any period for which calculated, the total expenses of the Auxiliary Enterprise System incurred during such period, determined in accordance with generally accepted accounting principles, other than (a) depreciation and amortization expense, (b) interest expense, and (c) expenditures that have been capitalized under the University’s capitalization policy.

**“Federal Tax Certificate”** means the University’s Federal Tax Certificate or Certificates delivered in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

**“Lender”** means initially, **Regions Capital Advantage, Inc.**, and its successors and assigns, and, unless otherwise set forth herein, in the event Regions Capital Advantage, Inc. no longer holds the Bond, the Person who then holds the Bond.

**“Outstanding”** when used with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution, except:

- (1) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) Bonds for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Owners of such Bonds, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Resolution, irrevocably provided for to the satisfaction of the Paying Agent, or waived;
- (3) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Resolution;
- (4) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in **Section 208** hereof; and
- (5) Bonds for the payment of the principal (or redemption price) of and interest on which money or Permitted Investments or both are held by the Paying Agent or other bank or trust company with the effect specified in **Section 1101** hereof.

**“Owner”** means the same as Bondowner.

**“Parity Bonds”** means the Series 2010B Bonds, the Series 2014A Bonds, the Series 2015A Bonds, the Series 2016A Bonds, and the Series 2017A Bonds described in the recitals to this Resolution, and any

additional parity bonds or other obligations hereafter issued or incurred pursuant to **Section 802** hereof and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and revenues of the Auxiliary Enterprise System, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance thereof.

**“Parity Resolutions”** means the resolutions heretofore adopted by the Board, and under which the outstanding Parity Bonds have been issued, and the resolutions under which any additional Parity Bonds are hereafter issued pursuant to **Section 802** hereof.

**“Paying Agent”** means U.S. Bank National Association, St. Louis, Missouri, in its capacity as Paying Agent hereunder, and its successors and assigns.

**“Permitted Investments”** means, if and to the extent the same are at the time legal for investment of funds held under this Resolution:

- (a) The following obligations for all purposes, including defeasance investments in refunding escrow accounts:
  - (1) Cash.
  - (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – (SLGs)).
  - (3) Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself.
  - (4) Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
  - (5) Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P. If, however, the issue is only rated by S&P (*i.e.*, there is no Moody’s rating) then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or “AAA” rated pre-refunded municipals to satisfy this condition.
  - (6) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
    - (A) *U.S. Export-Import Bank* (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
    - (B) *Farmers Home Administration* (FmHA)
    - (C) *Federal Financing Bank*
    - (D) *General Services Administration*  
Participation Certificates
    - (E) *U.S. Maritime Administration*

Guaranteed Title XI financing

- (F) *U.S. Department of Housing and Urban Development (HUD)*  
Project Notes  
Local Authority Bonds  
New Communities Debentures – U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds – U.S. government guaranteed  
public housing notes and bonds

(b) The following obligations for all purposes other than defeasance investments in refunding escrow accounts:

(1) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(2) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(A) U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership

(B) Farmers Home Administration (FmHA)  
Certificates of Beneficial Ownership

(C) Federal Financing Bank

(D) Federal Housing Administration Debentures (FHA)

(E) General Services Administration  
Participation Certificates

(F) Government National Mortgage Association (GNMA or Ginnie Mae)  
GNMA - guaranteed mortgage-backed bonds  
GNMA - guaranteed pass-through obligations  
*(these obligations are not acceptable for certain cash-flow sensitive issues)*

(G) U.S. Maritime Administration  
Guaranteed Title XI financing

(H) U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Authority Bonds  
New Communities Debentures - U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds - U.S. government guaranteed  
public housing notes and bonds

- (3) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are not backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
- (A) Federal Home Loan Bank System  
Senior debt obligations
  - (B) Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)  
Participation Certificate  
Senior debt obligations
  - (C) Federal National Mortgage Association (FNMA or Fannie Mae)  
Mortgage-backed securities and senior debt obligations
  - (D) Student Loan Marketing Association (SLMA or Sallie Mae)  
Senior debt obligations
  - (E) Resolution Funding Corp. (REFCORP) obligations
  - (F) Farm Credit System  
Consolidated systemwide bonds and notes
- (4) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s rated “Aaa,” “Aa1” or “Aa2.”
- (5) Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.
- (6) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.
- (7) Commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” or better by S&P.
- (8) Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such rating agencies.
- (9) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s and “A-1” or “A” or better by S&P.
- (10) Repurchase Agreements (“**Repos**”) for 30 days or less must follow the following criteria.

Repos provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

- (A) Repos must be between the municipal entity and a dealer bank or securities firm.
  - (i) Primary dealers on the Federal Reserve reporting dealer list which are rated “A” or better by S&P and “A2” or better by Moody’s, or
  - (ii) Banks rated “A” or better by S&P and “A2” or better by Moody’s.
- (B) The written repurchase agreement must include the following:
  - (i) Securities which are acceptable for transfer are:
    - a. Direct obligations of the United States of America referred to in Section A above, or
    - b. Obligations of federal agencies referred to in Section B above
    - c. Obligations of FNMA and FHLMC
  - (ii) The term of the Repos may be up to 30 days.
  - (iii) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee is (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
  - (iv) Valuation of Collateral.
    - a. the securities must be valued weekly, marked-to-market at current market price plus accrued interest.
    - b. The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by the municipal entity, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

- (C) A legal opinion which must be delivered to the University that states that the Repo meets guidelines under state law for legal investment of public funds.

**“Person”** or **“person”** means any natural person, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Project”** means the construction, equipping and furnishing of additions, renovations, extensions and improvements to the facilities of the University’s Auxiliary Enterprise System, as more fully described in **Exhibit A** to this Resolution and in the preliminary plans and specifications therefor on file in the records of the University.

**“Rebate Fund”** means the fund by that name created by **Section 401** of this Resolution.

**“Record Date”** means the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 214(b)** hereof.

**“Resolution”** means this resolution as from time to time amended in accordance with the terms hereof.

**“Revenues”** means, for any period of time for which calculated, the total revenues of the Auxiliary Enterprise System, determined in accordance with generally accepted accounting principles, plus, to the extent not included in the revenues of the Auxiliary Enterprise System, (a) investment income from both the operating and debt service reserve funds, (b) the scholarship allowances deducted from Auxiliary Enterprise System revenues, (c) transfers from, net of transfers to, the general operating fund of the University for payment or reimbursement of operating expenses of the Auxiliary Enterprise System, (d) payments to the University by the Foundation pursuant to the Support Agreement, and (e) any interest subsidy payments received by the University with respect to any series of Bonds or Parity Bonds issued by the University that qualify as “Build America Bonds” under Section 54AA of the Code.

**“State”** means the State of Missouri.

**“System Bond Fund”** means the Auxiliary Enterprise System Bonds and Interest Sinking Fund referred to in **Section 401** hereof.

**“System Revenue Fund”** means the Auxiliary Enterprise System Revenue Fund referred to in **Section 401** hereof.

**“Taxable Date”** means the date on which interest on the Bonds is first includable in gross income of the Lender or any former Lender as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

**“Taxable Period”** has the meaning given that term in **Section 717** hereof.

**“Taxable Rate”** means **4.40%** per annum.

“**University**” means Missouri State University, acting through the Board of Governors.

“**University Representative**” means the Treasurer of the University or the Director of Grants and Foundation Accounting, or any officer or official of the University designated in writing by the Chair of the Board of Governors, the President, or the Treasurer of the University to the Lender. The Treasurer of the University is authorized to execute and deliver to the Lender an incumbency certificate and such other notices and consents as may be necessary or desirable to establish the authority of each University Representative to make draws on the Bond and to make deposits to or withdrawals from the Construction Fund.

## ARTICLE II

### AUTHORIZATION OF THE BOND

**Section 201. Authorization of the Bond.** There is hereby authorized and directed to be issued, sold and delivered an Auxiliary Enterprise System Revenue Bond, Series 2018A in the principal amount of \$19,000,000, for the purpose of providing funds to (a) finance the costs of improvements to and expansions and renovations of auxiliary enterprise facilities and ancillary projects of the University, including (1) renovation of and improvements to Woods House, (2) acquisition of new or renovations to other existing residential life facilities, and (3) miscellaneous capital improvements to the auxiliary enterprise facilities of the University, and (b) pay the costs of issuance of the Bonds.

**Section 202. Security for the Bond.** The Bond and the interest thereon shall constitute a special obligation of the University payable solely from, and secured as to the payment of principal and interest by a first lien on and pledge of the net income and revenues derived from the operation of the Auxiliary Enterprise System and other funds herein pledged, and such obligations shall not constitute an indebtedness of the State, the University, the Board or of the individual members of the Board. The Owners of the Bonds shall have no right to demand payment out of funds raised or to be raised by taxation.

The covenants and agreements of the Board contained herein and in the Bond shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the revenues herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to date of maturity and right of prior redemption as provided in this Resolution.

The Bonds shall stand on a parity with respect to the payment of principal and interest from the net income and revenues derived by the University from the operation of the Auxiliary Enterprise System and in all other respects with the Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal or interest from said income and revenues or otherwise over the Parity Bonds nor over any other Auxiliary Enterprise System revenue bonds of the University hereafter issued in accordance with the provisions of this Resolution and standing on a parity with the Bonds, nor shall the Parity Bonds or any other Auxiliary Enterprise System revenue bonds of the University hereafter issued have any priority with respect to the payment of principal or interest from said income and revenues or otherwise over the Bonds.

**Section 203. Description of the Bond.**

(a) The Bond shall consist of one fully registered bond without coupons, numbered from R-1 consecutively upward. The Bonds shall be substantially in the form set forth in **Exhibit B** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 206** hereof. Initially, the Bond shall



be evidenced by one physical bond certificate registered in the name of the Lender. The Bond shall be dated the date of delivery and shall become due on **October 1, 2036** (subject to optional redemption prior to stated maturity as provided in **Article III** hereof), and shall bear interest on the Cumulative Outstanding Principal Amount at the rate per annum of **3.35%**.

The Bond shall bear interest at the per annum rate specified above unless a Default Rate or a Taxable Rate is in effect. The Bond shall bear interest (computed on the basis of a year of 360 days and the actual number of days elapsed) on the Cumulative Outstanding Principal Amount (as it is increased or decreased from time to time, as applicable) from its date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on April 1 and October 1 of each year, beginning on October 1, 2018. From and after the occurrence of an Event of Default, the Cumulative Outstanding Principal Balance of the Bond shall bear interest at the Default Rate until such date as the Event of Default is cured in accordance with the terms of this Resolution. During a Taxable Period, the Cumulative Outstanding Principal Balance of the Bond shall bear interest at the Taxable Rate.

(b) The Lender shall advance \$5,000,000 of the principal amount of the Bond on the date of issuance of the Bond. The University shall submit an Advance Request in the form of **Exhibit E** hereto to the Lender for each additional advance of the principal amount of the Bond. Each Advance Request shall be in the form of **Exhibit E** hereto, shall be for a principal amount not less than \$100,000, shall be submitted by electronic mail to the Lender representatives listed on **Exhibit E**, and shall be executed by a University Representative. No more than one Advance Request may be submitted by the University in each calendar month without the consent of the Lender. The Lender shall have five business days after receipt of an Advance Request to process the request and deposit the amount of such request into the Construction Fund, which shall constitute an advance of principal on the Bond. The aggregate of all such advances shall not exceed \$19,000,000. On each deposit of a principal advance on the Bond in the Construction Fund by the Lender, the Lender shall notify the University and the Paying Agent via electronic mail of the date and amount of such deposit in the form of Confirmation of Deposit of Advance Request included on **Exhibit E**.

To the extent the University has not requested the advance of principal equal to or in excess of the Aggregate Minimum Draw Amount set forth below by the respective Minimum Draw Date set forth below, the University shall submit an Advance Request to Lender in the amount necessary to make the aggregate amount of principal on the Bond then advanced by the Lender equal to the Aggregate Minimum Draw Amount on such Minimum Draw Date:

<b>Minimum Draw Date</b>	<b>Aggregate Minimum Draw Amount</b>
Date of Issuance of Bond	\$ 5,000,000
September 30, 2018	10,000,000
May 31, 2019	15,000,000
September 30, 2019	19,000,000

No draws on the Bond shall be made after September 30, 2019. No transfer of the Bond or any beneficial interest therein may occur until the entire stated principal amount of the Bond has been advanced by the Lender in accordance with this **Section 203**.

Principal advances received by the University in accordance with this **Section 203** shall be deposited and applied as provided in **Section 501** of this Resolution. The Lender shall keep a record of the principal advances received by the University in accordance with this **Section 203** in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond attached as **Exhibit B**, which record shall be binding upon the University and the Paying Agent absent manifest error.

**Section 204. Designation of Paying Agent.** U.S. Bank National Association, in St. Louis, Missouri, is hereby designated as the University's paying agent for the payment of principal of, redemption premium, if any, and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "**Paying Agent**"). The Chair and Secretary of the Board are hereby authorized to execute on behalf of the University an agreement with said bank to act as Paying Agent for the Bonds.

The Board will at all times maintain a Paying Agent meeting the qualifications herein described, for the performance of the duties hereunder. The Board reserves the right to appoint a successor Paying Agent by (a) filing with the bank then performing such function a certified copy of a resolution giving notice of the termination of such bank and appointing a successor, and (b) causing notice to be given to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the University, and the Bondowners not less than 60 days prior to the date such resignation is to take effect.

No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a banking association or corporation or trust company located in the State organized and doing business under the laws of the United States of America or of the State, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority.

The Paying Agent shall be paid its fees for its services in connection therewith, which said fees shall be paid as other Current Expenses of the Auxiliary Enterprise System are paid.

**Section 205. Method and Place of Payment of Bond.** The principal of, redemption premium, if any, and interest on the Bond shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The principal of the Bond shall be payable without the presentation or surrender of such Bond to the corporate trust office designated by the Paying Agent. The Lender shall maintain a record of the principal amount paid to the Registered Owners of the Bond in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond attached as **Exhibit B**, which record shall be conclusive on the University and the Paying Agent, absent manifest error. Upon each surrender of a Bond for transfer, in whole or in part, the Paying Agent shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Resolution and in the aggregate outstanding principal amount of such surrendered Bond reflected on the books of the Paying Agent maintained in accordance with this Resolution.

The principal of and interest payable on each Bond on any principal or interest payment date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such principal or interest payment date (a) by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or (b) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to such principal or interest payment date, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed. The wire transfer instructions for the Lender are set forth in **Section 1201** of this Resolution.

Any payment of principal of or interest on a Bond that becomes due on a day when the Paying Agent is not open for business shall be made on the next succeeding Business Day without additional interest accruing.

**Section 206. Registration, Transfer and Exchange of Bonds.** The Board covenants that it will, as long as any of the Bonds remain Outstanding, cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. The Bonds when issued shall be registered in the name of the Owner thereof on the Bond Register. Bonds may be transferred and exchanged only upon the Bond Register maintained by the Paying Agent as provided in this Section.

No Bond may be transferred unless all Outstanding Bonds are to be transferred to the same person, which person upon such transfer shall be the “Lender” for purposes of this Resolution. Upon surrender thereof at the principal office of the Paying Agent, the Paying Agent shall transfer or exchange any Bond for a new Bond or Bonds of the same maturity and in the same aggregate principal amount as the Bond which was presented for transfer or exchange. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner’s duly authorized agent. All Bonds presented for transfer or exchange shall be surrendered to the Paying Agent for cancellation.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The Board shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable inventory of blank registered bond certificates. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Bondowners.

The Board and the Paying Agent may deem and treat the person in whose name any Bond shall be registered on the Bond Register as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption price, if any, and interest on said Bond and for all other purposes, and all such payments so made to any such Registered Owner or upon the Registered Owner’s order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the University nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

To the extent that such information shall be made known to the Paying Agent under the terms of this Section, it will keep on file on the Bond Register at the principal office of the Paying Agent a list of names and addresses of the Registered Owners of all Bonds. The Paying Agent shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Paying Agent, said list may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any such designated representative to be evidenced to the satisfaction of the Paying Agent.

To the extent that any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient for any governmental charge required to be paid as a result of such failure. Such amount may be deducted from amounts otherwise payable to the Registered Owner in compliance with Section 3406 of the Code.

**Section 207. Execution, Authentication and Delivery of the Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Chair of the Board, attested by the manual or facsimile signature of the Secretary of the Board and shall have the official seal of the University affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Chair and Secretary of the Board are hereby authorized and directed to prepare and execute the Bonds as hereinbefore specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication. Upon authentication, and pursuant to the written direction of the Board, the Paying Agent shall deliver the Bonds to the Lender of the Bonds, upon payment of the purchase price thereof.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit B** hereof, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer or employee of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

**Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Paying Agent receives evidence to its satisfaction of the mutilation, destruction, loss or theft of any Bond, and (b) there is delivered to the Board and the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of them harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Board shall execute and the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent in its discretion may, instead of delivering a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the University and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Board, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which have otherwise been surrendered to the Paying Agent, either at or before

maturity, shall be cancelled immediately and destroyed by the Paying Agent in compliance with federal and State record retention requirements upon the payment or redemption of such Bonds and the surrender thereof to the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled, and shall file an executed counterpart of such certificate with the Board.

**Section 210. Authorization of Bond Purchase Agreement.** The University is hereby authorized to enter into the Bond Purchase Agreement between the University and the Lender, which will provide for the issuance and sale of the Bonds to the Lender, in substantially the form herewith presented to and reviewed by the Board (a copy of which shall be filed in the records of the Board), and the Chair of the Board, the President of the University, or the Chief Financial Officer of the University each is hereby authorized and directed to execute the Bond Purchase Agreement with such changes therein as the executing official may deem appropriate, for and on behalf of and as the act and deed of the University.

**Section 211. Private Placement with Lender; Restrictions on Transfer.**

The Bond is being privately placed with the Lender pursuant to the Bond Purchase Agreement. In connection with the purchase of the Bond, the Lender will execute and deliver a lender letter in substantially the form attached hereto as **Exhibit C**, which lender letter includes representations by the Lender and limitations on the transfer of the Bond, and any beneficial ownership interest in such Bond shall not be transferred unless the conditions to transfer set forth in such lender letter and this Resolution are met. The Bond may be transferred in whole, but not in part, in accordance with the terms of this Resolution.

Each Person who is or who becomes a beneficial owner of a Bond shall be deemed by the acceptance or acquisition of such beneficial ownership interest to have agreed to be bound by the provisions of this Section. No Bond or any beneficial ownership interest therein may be transferred, unless the proposed transfer conforms to any restrictions set forth in the lender letter and the proposed transferee shall have delivered to the University an express agreement substantially in the form of the Transferee Letter attached as **Exhibit D** hereto with only such variations from that form as are acceptable to the University.

**ARTICLE III**

**REDEMPTION OF BONDS**

**Section 301. Optional Redemption.**

The Bond is subject to redemption and payment prior to maturity, at the option of the University, in whole or in part at any time on or after May 24, 2027, at the redemption price of **100%** of the principal amount redeemed, plus accrued interest thereon to the redemption date. In the event of a partial optional redemption of the Bond, the redemption amount shall be applied to the sinking fund redemption requirements for the Bond set forth in **Section 302** in inverse order of maturity.

**Section 302. Mandatory Redemption.** The Bond is subject to mandatory sinking fund redemption and payment prior to maturity on October 1 in each of the years set forth below, at **100%** of the principal amount thereof plus accrued interest thereon to the redemption date in the following principal amounts:

<u>October 1,</u>	<u>Principal Amount</u>
2019	\$865,000

2020	805,000
2021	830,000
2022	865,000
2023	885,000
2024	925,000
2025	945,000
2026	980,000
2027	1,020,000
2028	1,055,000
2029	1,090,000
2030	1,130,000
2031	1,155,000
2032	1,205,000
2033	1,245,000
2034	1,290,000
2035	1,330,000
2036*	1,380,000

\* Final Maturity

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Board by mailing a copy of an official redemption notice by first class mail, at least **5 Business Days** prior to the date fixed for redemption, to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption may be given only if sufficient funds have been deposited with the Paying Agent to pay the redemption price of the Bonds to be redeemed, except for notice of any mandatory sinking fund redemption or notice of advance refunding of any of the Bonds. The foregoing provisions of this Section shall not apply in the case of any mandatory sinking fund redemption of Bonds.

All official notices of redemption shall be dated and shall state:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the Bond Outstanding is to be redeemed, the principal amount of the Bond to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Board shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds that are to be redeemed on that date.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the University shall default in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled and destroyed by the Paying Agent and shall not be reissued.

In lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of the Bond may be made directly to the Registered Owner thereof without surrender thereof. Upon any subsequent transfer of the Bond, the Registered Owner shall present the Bond to the Paying Agent for notation thereon of the portion of the principal thereof redeemed or shall surrender the Bond in exchange for a new Bond for the unredeemed balance of the principal of the surrendered Bond.

#### ARTICLE IV

##### ESTABLISHMENT AND RATIFICATION OF FUNDS AND ACCOUNTS

**Section 401. Creation and Ratification of Funds and Accounts.** There are hereby created, or ratified and confirmed, and ordered to be established and held in the treasury of the University, separate and apart from all other funds and accounts, the following separate funds and accounts to be known respectively as the:

- (a) Auxiliary Enterprise System Revenue Fund (the “**System Revenue Fund**”).
- (b) Costs of Issuance Fund for Auxiliary Enterprise System Revenue Bond, Series 2018A (the “**Costs of Issuance Fund**”).
- (c) Construction Fund for Auxiliary Enterprise System Revenue Bond, Series 2018A (the “**Construction Fund**”), to be maintained at Regions Bank.
- (d) Auxiliary Enterprise System Bond and Interest Sinking Fund (the “**System Bond Fund**”).
- (e) Rebate Fund for Auxiliary Enterprise System Revenue Bonds, Series 2018A (the “**Rebate Fund**”).

**Section 402. Administration of Funds and Accounts.** The funds and accounts established pursuant to **Section 401** hereof shall be maintained and administered by the University solely for the purposes and in the manner as provided in this Resolution and the Parity Resolutions so long as any Parity Bonds remain outstanding.

## ARTICLE V

### APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

**Section 501. Disposition of Bond Proceeds.** The proceeds received from the sale of the Bond shall be deposited as follows:

- (a) Deposit in the Costs of Issuance Fund held by the University \$116,000.00 from the initial advance of principal of the Bond.
- (b) Deposit in the University's Construction Fund \$4,884,000.00, representing the remaining amount of the initial advance of principal of the Bond, and each subsequent advance of principal of the Bond pursuant to **Section 203(b)**.

The Board shall make additional deposits from the System Revenue Fund to the Costs of Issuance Fund in amounts, if any, required in addition to the foregoing deposit of Bond proceeds to be sufficient to pay costs of issuance of the Bond.

**Section 502. Application of Moneys in the Costs of Issuance Fund.** Moneys in the Costs of Issuance Fund shall be used by the University for the sole purpose of paying the costs and expenses incidental to the issuance of the Bond. Moneys in the Costs of Issuance Fund shall be withdrawn and expended only for such purposes as shall have been previously specified in a signed certificate of purposes filed with and approved by the Chief Financial Officer of the University. Upon payment of all costs of issuance as hereinbefore provided, any surplus remaining in the Costs of Issuance Fund shall be deposited in the Construction Fund.

**Section 503. Application of Moneys in the Construction Fund.** Moneys in the Construction Fund shall be used by the University for the purpose of paying the cost of acquiring, constructing, furnishing and equipping the Project as hereinbefore provided. The construction of the Project shall be completed in accordance with preliminary plans and specifications therefor adopted by the Board and on file in the University's office, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Board. Moneys in the Construction Fund shall be withdrawn and expended only for such purposes as shall have been previously specified in a signed certificate of purposes filed with and approved by the Chief Financial Officer of the University. Upon completion of the Project, any surplus remaining in the Construction Fund shall either (i) be deposited in the System Bond Fund, or (ii) with a Favorable Opinion of Bond Counsel, be used by the University for the purpose of paying capital expenditures for other improvements, expansions or renovations of the Auxiliary Enterprise System facilities.

The University agrees to cause the Project to be diligently and continuously prosecuted and to be completed with reasonable dispatch, and to provide (from funds of the Auxiliary Enterprise System if required) all moneys necessary to complete the Project substantially in accordance with such plans and specifications therefor. In the event the moneys on deposit in the Construction Fund (together with other funds of the Auxiliary Enterprise System available to the University for the Project) are at any time insufficient to pay for the completion of the Project, the University agrees to forthwith deposit the amount of such deficiency in the Construction Fund.

The Construction Fund shall be established at Regions Bank, and shall be fully collateralized in accordance with Missouri law. Amounts on deposit in the Construction Fund may be invested in Permitted



Investments at the direction of the University. No pledge of amounts held in the Construction Fund is made to the Lender pursuant to this Resolution, and the Lender shall not permit Regions Bank to create any lien or encumbrance on the Construction Fund or any right of setoff against the Construction Fund.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 601. System Revenue Fund.** The Board covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding and unpaid, all rentals, charges, income and revenues derived and collected by the University from the operation of the Auxiliary Enterprise System, as received, will be paid and deposited into the System Revenue Fund, and that said revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the University and shall not be commingled with any other moneys, revenues, funds and accounts of the University. The System Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution.

**Section 602. Application of Moneys in Funds and Accounts.** The University covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding and unpaid, the System Revenue Fund shall be expended and used by the University in the manner and order specified as follows:

- (a) *Current Expenses.* Current Expenses of the Auxiliary Enterprise System shall be payable, as a first charge, from the System Revenue Fund as the same become due and payable.
- (b) *System Bond Fund.* There shall next be deposited into the System Bond Fund:
  - (1) All the accrued interest, if any, received from the sale of Bonds herein authorized to be issued; and
  - (2) After providing for the payment of the Current Expenses of the Auxiliary Enterprise System, on or before each March 15 and September 15, an amount sufficient to pay the principal of and interest on the Bonds on the succeeding April 1 or October 1, as applicable.

The amounts required to be paid and credited to the System Bond Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the System Bond Fund for the payment of principal and interest on Parity Bonds under the provisions of the Parity Resolutions.

All amounts paid and credited to the System Bond Fund shall be expended and used by the University for the sole purpose of paying the principal of, redemption premium, if any, and interest on the Bonds and any Parity Bonds as and when the same become due.

If at any time the moneys in the System Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the System Bond Fund to pay the principal of and interest on any Parity Bonds, the available moneys in the System Revenue Fund shall be allocated in proportion to the respective principal amounts of said series of

bonds at the time outstanding which are payable from the moneys in the System Bond Fund.

- (c) *No Debt Service Reserve Fund.* No account for the Bonds is established in the Debt Service Reserve Fund. No account for any series of Parity Bonds has been established under the Debt Service Reserve Fund, which was previously established under the prior resolutions of the Board authorizing certain series of Auxiliary Enterprise System Revenue Bonds.
- (d) *Surplus Moneys.* Subject to making the foregoing maximum deposits, the Board may use the balance of excess moneys in the System Revenue Fund at the close of each fiscal year (i) to redeem Bonds on the next redemption date, or (ii) for any expenditures, including the payment of debt service, in improving or restoring any existing housing, dining, social, recreational, athletic, health or parking facilities or providing any such additional facilities, or (iii) for the purpose of paying the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, and the renovating or replacement of the furniture and equipment not paid as part of the ordinary and normal expense for the operation of the Auxiliary Enterprise System, and (iv) for any other lawful purpose.

**Section 603. Deficiency of Payments into Funds or Accounts.** If at any time the Revenues derived by the University from the operation of the Auxiliary Enterprise System shall be insufficient to make any payment on the date or dates hereinbefore specified, the University will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received by the University from the operation of the Auxiliary Enterprise System, such payments and credits being made and applied in the order hereinbefore specified in **Section 602** of this Resolution.

**Section 604. Transfer of Funds to Paying Agent.** The Treasurer of the Board is hereby authorized and directed to withdraw from the System Bond Fund sums sufficient to pay the principal of and interest on the Bonds and the fees of the Paying Agent when the same become due, and to forward such sums in immediately available funds to the Paying Agent on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Board. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

**Section 605. Deposits into and Application of Moneys in the Rebate Fund.**

- (a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. Subject to the payment provisions provided in subsection (b) below, all amounts on deposit at the time in the Rebate Fund shall be held by the University in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the University nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Federal Tax Certificate (which is incorporated herein by reference).
- (b) Pursuant to the Federal Tax Certificate, the University shall remit all rebate installments and a final rebate payment to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the University.

- (c) Notwithstanding any other provision of this Resolution, including in particular **Article XI** hereof, the obligation to pay rebatable arbitrage to the United States and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 606. Deposits and Investment of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Resolution shall be deposited in a bank or banks located in the State which are members of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State.

Moneys held in any fund or account referred to in this Resolution may be invested by the University, in accordance with the Federal Tax Certificate, in Permitted Investments with a maturity not greater than five years; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any investments held in any fund or account shall accrue to and become a part of such fund or account. Notwithstanding the foregoing provisions of this Section, earnings on investments held in the Rebate Fund shall accrue to and become a part of such Fund. In determining the amount held in any fund or account under any of the provisions of this Resolution, obligations shall be valued as of June 30 and December 31 of each year at the market value thereof, exclusive of accrued interest.

**Section 607. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at maturity, if funds sufficient to pay such Bond have made available to the Paying Agent, all liability of the University to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively in such funds for any claim of whatever nature on his part under this Resolution or on or with respect to said Bond. If any Bond is not presented for payment within 1 year following the date when such Bond becomes due at maturity, the Paying Agent shall, subject to any applicable unclaimed property or escheat laws, repay without liability for interest thereon to the University the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the University, and the Registered Owner thereof shall be entitled to look only to the University for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the University shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE VII

### PARTICULAR COVENANTS OF THE UNIVERSITY

The Board covenants and agrees, on behalf of itself and the University, with each of the purchasers and Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid, as follows:

**Section 701. Performance of Duties.** The Board will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Bond executed and delivered hereunder; that it will promptly pay or cause to be paid from the net revenues and income herein pledged the principal of and interest on every Bond issued hereunder, on the dates and in the places and manner prescribed in such Bond, and that it will, prior to the maturity of each installment

of interest and prior to the maturity of each such Bond, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the net revenues pledged, the amounts of money specified herein. All Bonds, when paid, shall be cancelled by the Paying Agent, and shall be delivered to or upon the order of the Board.

**Section 702. Legal Authority.** The Board is duly authorized under the laws of the State to create and issue the Bonds, it is lawfully qualified to pledge the net revenues of the Auxiliary Enterprise System and other income pledged to the payment of the Bonds in the manner prescribed herein and has lawfully exercised such rights, all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and Owners thereof are and will be valid and enforceable special obligations of the University in accordance with their terms.

**Section 703. Rate Covenant.** The Board will continuously operate and maintain the Auxiliary Enterprise System and will fix, establish, maintain and collect such reasonable rates, fees and charges for the use and services furnished by or through the Auxiliary Enterprise System, including all extensions and improvements thereto hereafter constructed or acquired by the University, as, in the judgment of the Board, will produce revenues sufficient to (a) pay the reasonable cost of the operation and maintenance of the Auxiliary Enterprise System; (b) provide and maintain the System Revenue Fund and the System Bond Fund in amounts adequate promptly to pay the principal of and interest on the Bonds as and when the same become due; (c) enable the University to have in each fiscal year Revenues in excess of Expenses for the Auxiliary Enterprise System in an amount that will be not less than **110%** of the amount required to be paid by the University in such fiscal year on account of both principal of and interest on all Auxiliary Enterprise System revenue bonds at the time Outstanding; and (d) provide reasonable and adequate reserve funds for the payment of the Bonds and the interest thereon as provided in this Resolution.

Nothing in this Resolution contained shall be construed to prevent the continuous collection of reasonable rates, charges, and fees for the use of said System and facilities after the Bonds issued pursuant to this Resolution shall have been paid and redeemed, together with all interest thereon, nor to prevent at that time the pledge and application of said revenues to the payment of other bonds which may be issued by the Board.

**Section 704. Restrictions on Mortgage or Sale of Auxiliary Enterprise System.** The Board will not sell or otherwise dispose of the Auxiliary Enterprise System or any material part thereof, or any extension or improvement thereof; provided, however, the Board may permanently abandon the use of, or sell at fair market value, any of its Auxiliary Enterprise System facilities, provided that:

- (a) It is in full compliance with all covenants and undertakings in connection with all of its Bonds then Outstanding and payable from the revenues of the Auxiliary Enterprise System, or any part thereof;
- (b) In the event of sale, it will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of maturity, or (2) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the Auxiliary Enterprise System as hereinbefore provided;
- (c) It certifies, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible of producing net revenues; and

- (d) It certifies that the estimated net revenues of the remaining Auxiliary Enterprise System facilities and other pledged revenues for the then next succeeding fiscal year (and any other revenues pledged as security) plus the estimated net revenues of the facility, if any, to be added to the Auxiliary Enterprise System satisfy the earnings test provided for in **Section 802** of this Resolution governing the issuance of Parity Bonds.

The Board may delete any facilities from inclusion in the Auxiliary Enterprise System, by resolution duly adopted by the Board. The use of a portion of any facilities comprising a part of the Auxiliary Enterprise System for the general educational purposes of the University in accordance with **Section 706(c)** will not constitute an action subject to this **Section 704**.

**Section 705. Operation of the Auxiliary Enterprise System.** From and after the date when the Bonds shall be issued and delivered, the Project shall be included in and operated as part of the Auxiliary Enterprise System, which System shall be maintained by the Board so long as any of the Bonds remain Outstanding. The Board will not do or suffer any act or thing whereby the Auxiliary Enterprise System or any part thereof might or could be impaired, and at all times it will maintain, preserve, and keep the real and tangible property constituting the Auxiliary Enterprise System and every part thereof in good condition, repair and working order and maintain, preserve and keep all structures and equipment pertaining thereto and every part and parcel thereof in good condition, repair and working order. The Auxiliary Enterprise System and the facilities thereof and therein shall be operated and maintained under the direction and supervision of the designated officers of the University, subject to the direction of the Board, and all fees, charges and other revenues received from the operation of said Auxiliary Enterprise System shall be collected by the Chief Financial Officer, through agents or employees thereunto duly authorized, and all such revenues shall be deposited weekly with the Treasurer of the Board and by him or her in a bank which is a member of the Federal Deposit Insurance Corporation, and shall be credited by the Chief Financial Officer, on the books of the University, to the System Revenue Fund, as provided in **Section 601** of the Resolution.

**Section 706. Rules and Regulations.** The Board shall establish and enforce, as long as any of the Bonds are Outstanding and unpaid, the parietal rules and regulations hereinafter set forth, in order to assure maximum occupancy and use of the facilities and services afforded by the Auxiliary Enterprise System:

- (a) In the event more space or facilities should become available for dormitory, housing or dining purposes than are required by students applying for such space or facilities, the officers of the University are hereby directed to give preference and priority to the use of the buildings and facilities constituting the Auxiliary Enterprise System, to the extent practicable, in the occupancy and use of all of the space and services thereof, even if such preference results in the non-use of all or a part of the space or facilities available at the University in the City of Springfield, Missouri, in any other dormitory, house or any other building which may be suitable or usable for dormitory, housing or dining purposes and concerning which no parietal rules and regulations heretofore have been adopted.
- (b) To the extent that any surplus space or facilities should ever become available in the Auxiliary Enterprise System while any of the Bonds remain Outstanding and unpaid, it shall be the duty of the officers of the University to enforce a rule requiring occupancy and use, to the extent practicable, of the buildings and facilities constituting the Auxiliary Enterprise System, but only to the extent that the mandated use of those buildings or facilities will or are reasonably expected to increase the net revenues derived by the University from the operation of the Auxiliary Enterprise System.

- (c) The officers of the University are hereby directed to utilize and to cause the utilization of the buildings and facilities constituting the Auxiliary Enterprise System in such manner as will yield maximum revenues of which the same are reasonably capable, to the end that the Bonds and interest thereon may be promptly paid as the same become due, provided that the foregoing shall not preclude the University from using any portion of the facilities of the Auxiliary Enterprise System for general educational purposes if that use is not reasonably expected to reduce in any material respect the net revenues derived by the University from the operation of the Auxiliary Enterprise System.
- (d) The rules hereby established shall be amended from time to time as conditions arise so as to meet changing conditions and better assure the fulfillment of the pledges herein made.

Notwithstanding the foregoing provisions of this Section, the parietal rules herein set forth shall be subordinate to the parietal rules heretofore adopted by the Board insofar as there may be any conflict between them.

**Section 707. Insurance.** The Board will carry and maintain a reasonable amount of fire and extended coverage insurance upon all of the properties forming a part of the Auxiliary Enterprise System insofar as the same are of an insurable nature, such insurance to be of the character and coverage and in an amount as would normally be carried by a private corporation engaged in a similar type of business. In the event of loss or damage, the University, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or, if such reconstruction or replacement be unnecessary, then the University will pay and deposit the proceeds of such insurance into the System Revenue Fund. The University in operating the Auxiliary Enterprise System will carry and maintain public liability self-insurance and workmen's compensation insurance in such amounts as would normally be maintained by a private corporation engaged in a similar type of business, and the proceeds derived from such insurance shall be used in paying the claims on account of which such proceeds were received. The cost of all insurance obtained pursuant to the requirements of this subsection shall be paid as a Current Expense of the Auxiliary Enterprise System.

**Section 708. Books, Records and Accounts.** The Board will keep accurate financial records and proper books and accounts (entirely separate from all other records and accounts of the University) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Auxiliary Enterprise System of the University. Such accounts shall show the amount of revenues received from the Auxiliary Enterprise System, the application of such revenues, and all financial transactions in connection therewith. Said books shall be kept by the University according to standard governmental accounting practices.

**Section 709. Annual Budget.** Prior to the commencement of each fiscal year, the director of the Auxiliary Enterprise System or other representative of the University designated by the Board will cause to be prepared and filed with the Secretary of the Board a budget setting forth the estimated receipts and expenditures of the Auxiliary Enterprise System for the next succeeding fiscal year. The Secretary, promptly upon the filing of said budget in the Secretary's office, will mail a copy of said budget to the Lender. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information as shall be required by such laws.

**Section 710. Annual Audit.** Annually, promptly after the end of the fiscal year, the Board will cause an audit to be made of the University for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed by the Board for that purpose. The Board will also

cause to be prepared a supplemental schedule, which need not be audited, reflecting in reasonable detail the financial condition and record of operation of the Auxiliary Enterprise System and the status of the several Accounts and Funds established in this Resolution.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Secretary of the Board, and a duplicate copy of said audit, together with the supplemental schedule referred to in the preceding paragraph, shall be mailed to the Lender, but not more than 180 days after the end of the University's fiscal year. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Owner of any of the Bonds, or by anyone acting for or on behalf of such Owner.

As soon as possible after the completion of such annual audit, the Board shall review such audit, and if any audit shall disclose that proper provision has not been made for all of the requirements of this Resolution and the law under which the Bonds are issued, the University covenants and agrees that it will promptly cure such deficiency and will promptly proceed to increase the rates, fees and charges to be charged for the use and services furnished by the Auxiliary Enterprise System as may be necessary to adequately provide for such requirements.

**Section 711. Bondowner's Right of Inspection.** The Owner or Owners of any of the Bonds shall have the right at all reasonable times to inspect the Auxiliary Enterprise System and all records, accounts and data relating thereto, and any such Owner shall be furnished all such information concerning the Auxiliary Enterprise System and the operation thereof which such Owner may reasonably request.

**Section 712. Contract.** The provisions of this Resolution shall constitute a contract between the University, acting by and through the Board, and the Owners of the Bonds herein authorized to be issued, and each of them, and the Board hereby pledges its good faith to the performance of each and every covenant hereof.

**Section 713. Parity Bond Certification.** The Board hereby represents and covenants that the Bond by this Resolution directed to be issued is so issued in full compliance with the restrictions upon the issuance of additional bonds as set forth and contained in the Parity Resolutions.

**Section 714. Tax Covenants.**

(a) The Board will comply with the provisions of the Code relating to the exclusion from federal gross income of the interest on the Bonds. The Board will, in addition, adopt such other Board resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excludable from federal gross income, to the extent any such actions can be taken by the Board. The Board covenants and agrees that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code.

(b) The Board covenants and agrees that it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purpose for which the Bonds are issued as hereinbefore set forth, and that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Board, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the Board will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the Board is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on

the investment of any moneys held by the Board under this Resolution, the Board shall take such action as may be necessary.

(c) Without limiting the generality of the foregoing, the Board agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The Board specifically covenants to pay or cause to be paid to the United States any rebatable arbitrage at the times and in the amounts determined in accordance with the Federal Tax Certificate.

**Section 715. No Continuing Disclosure.** The University has been advised that the University is exempt from the continuing disclosure requirements with respect to the Bonds under SEC Rule 15c2-12.

**Section 716. Operating Data of the University and Auxiliary Enterprise System.** The University shall deliver to the Lender within **180** days after the end of each fiscal year, a copy of the operating data of the University and the Auxiliary Enterprise System required to be filed by the University with the Municipal Securities Rulemaking Board (EMMA) pursuant to the continuing disclosure undertaking made by the University with respect to the Series 2016A Bonds, which obligation to the Lender shall continue irrespective of the termination of any continuing disclosure undertaking with respect to the Series 2016A Bonds.

**Section 717. Determination of Taxability.**

(a) In the event a Determination of Taxability occurs, to the extent not otherwise payable to each Bondowner (or to the Lender for the period that it was the Registered Owner of the Bonds) under the terms of this Resolution and the Bonds, the University hereby agrees to pay to each Bondowner (or, if applicable, the Lender) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondowner (or, if applicable, the Lender) on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondowner (or, if applicable, the Lender) as a result of an Event of Taxability if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the “**Taxable Period**”), and (B) the amount of interest actually paid to the Bondowner (or, if applicable, the Lender) during the Taxable Period, and (2) an amount equal to any taxes, interest, penalties or charges owed and paid by such Bondowner (or, if applicable, the Lender) as a result of interest on the Bonds becoming included in the gross income of such Bondowner (or, if applicable, the Lender), together with any and all reasonable attorneys’ fees, and other actual out-of-pocket costs incurred by such Bondowner (or, if applicable, the Lender) in connection therewith.

(b) By purchase of the Bonds, the Lender agrees, subject to the provisions of subsection (c) below, such Bondowner (or, if applicable, the Lender) shall afford the University the opportunity, at the University’s sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals). Nothing contained in this Resolution to the contrary shall delay the Lender from immediately collecting amounts due to the Lender pursuant to **Section 717(a)**.

(c) As a condition precedent to the exercise by the University of its right to contest set forth in subsection (b) above, the University shall, on demand, immediately reimburse such Bondowner (or, if applicable, the Lender) for any and all actual expenses (including reasonable attorneys’ fees for services that may be required or desirable, as determined by such Bondowner (or, if applicable, the Lender) in its reasonable discretion) that may be incurred by the Bondowner (or, if applicable, the Lender) in connection with any such contest, and shall, on demand, immediately reimburse the Bondowner (or, if applicable, the



Lender) for any payments, including any taxes, interest, penalties or other charges payable by such Bondowner (or, if applicable, the Lender) for failure to include such interest in its gross income.

**Section 718. Increased Costs.**

(a) If any law, treaty, regulation, guideline or directive adopted after the date of this Resolution, or any change in any law, treaty, regulation, guideline or directive after the date of this Resolution or any new or modified interpretation of any of the foregoing made after the date of this Resolution by any authority or agency charged with the administration or interpretation thereof or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or the transactions contemplated by this Resolution, whether or not having the force of law (each a “**Change in Law**”) shall:

- (i) limit the deductibility of interest on funds obtained by the Lender to pay any of its liabilities under this Resolution or subject the Lender to any tax, duty, charge, deduction or withholding on or with respect to payments relating to the Bonds or this Resolution or any amount paid or to be paid by the Lender hereunder (other than any tax measured by or based upon the overall net income of the Lender imposed by any jurisdiction having control over the Lender);
- (ii) impose, modify, require, make or deem applicable to the Lender any reserve requirement, capital requirement, special deposit requirement, insurance assessment or similar requirement against any assets held by, deposits with or for the account of, or loans, letters of credit or commitments by an office of the Lender on account of this Resolution;
- (iii) change the basis of taxation of payments due the Lender under this Resolution (other than by a change in taxation of the overall net income of the Lender); or
- (iv) impose upon the Lender any other condition with respect to any amount paid or payable to or by the Lender with respect to this Resolution;

and the result of any of the foregoing is to increase the cost to the Lender of making or maintaining the loan evidenced by the Lender’s purchase of the Bond, or to reduce the amount of any payment (whether of principal, interest or otherwise) receivable by the Lender, or to reduce the rate of return on the capital of the Lender or to require the Lender to make any payment on or calculated by reference to the gross amount of any sum received by it, in each case by an amount that differs from such amount prior to the Change in Law to an extent which the Lender in its reasonable judgment deems material, then:

- (1) the Lender shall promptly notify the University in writing of such event;
- (2) the Lender shall promptly deliver to the University a certificate stating the Change in Law and the incremental costs, reductions in payments received or rate of return or payment on receipts which have been imposed on the Lender as a consequence thereof, together with the date thereof, the amount of such incremental costs, reductions or payment and a reasonably detailed description of the way in which such amount has been calculated, and the Lender’s determination of such amounts, absent fraud or manifest error, shall be conclusive; and
- (3) the University shall pay to the Lender, from time to time as specified by the Lender, such an amount or amounts as will compensate the Lender for such incremental costs, reductions or payment.

(b) The protection of this Section shall be available to the Lender regardless of any possible contention of invalidity or inapplicability of the law, regulation or condition which has been imposed. Notwithstanding the foregoing, for purposes of this Resolution (a) all requests, rules, guidelines or directives in connection with the Dodd-Frank Act shall be deemed to be a Change in Law, regardless of the date enacted, adopted or issued, to the extent that the Lender does not have actual knowledge of the effects of such requests, rules, guidelines or directives as of the date hereof, and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any governmental authority shall be deemed a Change in Law regardless of the date enacted, adopted or issued, to the extent that the Lender does not have actual knowledge of the effects of such requests, rules, guidelines or directives as of the date hereof.

(c) No request by the Lender for payment or payments by the University under this **Section 718** shall be submitted to the University, and the University shall have no obligations to make any payments under this **Section 718**, unless the Lender certifies to the University that similar requests for payment, computed in a consistent manner, are being submitted by the Lender to other obligors with respect to tax-exempt obligations held by the Lender, which tax-exempt obligations have provisions substantially in accord with this **Section 718**.

**Section 719. Covenants for Benefit of Lender.** The representations, warranties, covenants and agreements of the University in this Resolution are for the benefit of the Lender, and are made by the University for the express purpose of inducing the Lender to purchase the Bond from the University.

## ARTICLE VIII

### ADDITIONAL BONDS

**Section 801. Prior Lien Bonds.** The Board covenants and agrees that so long as any of the Bonds remain Outstanding and unpaid, the University will not issue any additional bonds or other debt obligations payable out of the revenues of the Auxiliary Enterprise System or any part thereof which are superior to the Bonds.

**Section 802. Parity Lien Bonds.** The University may issue one or more additional series of revenue bonds to (i) finance the construction or acquisition of additional facilities, (ii) finance improvements to or expansions of the existing Auxiliary Enterprise System facilities, or (iii) refund indebtedness previously incurred to finance the construction or acquisition of facilities, to be secured by a parity lien on and ratably payable from the revenues pledged to the Bonds, provided that all of the following conditions are met:

- (a) The University shall not be in default under this Resolution; and
- (b) Any additional facilities financed with the proceeds of such parity lien bonds are made part of the Auxiliary Enterprise System, and the net revenues derived therefrom are pledged as security for the additional parity bonds and all Bonds Outstanding against the Auxiliary Enterprise System; and
- (c) The University shall obtain a certificate of an independent certified public accountant, employed by the University or by the State Auditor of Missouri, showing either:

- (i) that the net revenues derived by the University from the operation of the Auxiliary Enterprise System, such net revenues being defined as the Revenues less the Expenses of the Auxiliary Enterprise System but before other payments or charges, plus other pledged revenues, if any, for the most recent fiscal year for which audited financial statements are available, shall have been equal to at least **125%** of the average amount required to be paid out of said revenues in any succeeding fiscal year on account of both principal and interest becoming due with respect to all revenue obligations of the Auxiliary Enterprise System, including the additional bonds proposed to be issued. In determining the net revenues of the Auxiliary Enterprise System for the purpose of this paragraph (i), said accountant may adjust said net revenues by adding thereto, in the event the Board shall have made and put into effect any increase in rates for the use and services of the Auxiliary Enterprise System and such increase shall not have been in effect during all of the fiscal year immediately preceding the issuance of additional bonds, the amount, as estimated by management of the University, of the additional net revenues which would have resulted from the operation of the Auxiliary Enterprise System during said preceding fiscal year had such rate increase been in effect for the entire period; or
- (ii) that the projected net revenues derived by the University from the operation of the Auxiliary Enterprise System, such net revenues being defined as the Revenues less the Expenses of the Auxiliary Enterprise System for the second fiscal year after the completion of any additional facilities to be financed in whole or in part with the proceeds of the additional bonds but before other payments or charges, plus other pledged revenues, if any, for such fiscal year are expected to equal to at least **135%** of the average amount required to be paid out of said revenues in any succeeding fiscal year on account of both principal and interest becoming due with respect to all revenue obligations of the Auxiliary Enterprise System, including the additional bonds proposed to be issued. In determining the projected net revenues of the Auxiliary Enterprise System for the purpose of this paragraph (ii), said accountant may rely on any assumptions made by management of the University with respect to the projected revenues and expenses of the additional facilities to be financed with the proceeds of the additional bonds (without expressing any view of said accountant as to the reasonableness of such assumptions) and may adjust said net revenues by adding thereto, in the event the Board shall have made and put into effect any increase in rates for the use and services of the Auxiliary Enterprise System and such increase shall not have been in effect during all of the fiscal year immediately preceding the issuance of additional bonds, the amount, as estimated by management of the University, of the additional net revenues which would have resulted from the operation of the Auxiliary Enterprise System during said preceding fiscal year had such rate increase been in effect for the entire period.

Additional revenue bonds of the University issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Auxiliary Enterprise System with the Bonds, and the University may make equal provision for paying said bonds and the interest thereon out of the System Bond Fund.

**Section 803. Junior Lien Bonds.** The University may issue one or more additional series of revenue bonds or other revenue obligations payable out of the revenues of the Auxiliary Enterprise System,

which are junior and subordinate to the Bonds provided at the time of the issuance of such additional revenue bonds or obligations all of the following conditions are met:

- (a) The University shall not be in default under this Resolution; and
- (b) The additional facilities are made part of the Auxiliary Enterprise System, and the net revenues derived therefrom are pledged as security for the additional bonds and all Bonds Outstanding against the Auxiliary Enterprise System; and
- (c) The University shall obtain a certificate of an independent certified public accountant, employed by the University or by the State Auditor of Missouri, showing that the net revenues derived by the University from the operation of the Auxiliary Enterprise System for the fiscal year immediately preceding the issuance of additional bonds which are junior and subordinate to the Bonds are equal to at least 105% the sum of (i) the average amount required to be paid out of said revenues in any succeeding fiscal year on account of both principal and interest becoming due with respect to all revenue obligations of the Auxiliary Enterprise System, and (ii) the average amount required to be paid out of said revenues in any succeeding fiscal year on account of both principal and interest becoming due with respect to the additional junior lien bonds proposed to be issued. In determining the net revenues of the Auxiliary Enterprise System for the purpose of this subsection, said accountant may adjust said net revenues by adding thereto, in the event the Board shall have made and put into effect any increase in rates for the use and services of the Auxiliary Enterprise System and such increase shall not have been in effect during all of the fiscal year immediately preceding the issuance of additional bonds, the amount, as estimated by said accountant, of the additional net revenues which would have resulted from the operation of the Auxiliary Enterprise System during said preceding fiscal year had such rate increase been in effect for the entire period.

Such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the University shall be in default in paying either interest on or principal of the Bonds, or if the University shall be in default in making any payments required to be made by it under the provisions of **Section 602** of this Resolution, the University shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the University, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the System Bond Fund.

**Section 804. Refunding Bonds.** The University shall have the right, if it shall find it desirable, without complying with the provisions of **Section 802(c)** hereof to issue refunding revenue bonds to refund any of the Bonds under the provisions of any law then available if, taking into account the issuance of the proposed refunding revenue bonds and the application of the proceeds thereof and any other funds available to be applied to such refunding, the average annual debt service requirements on all outstanding revenue bonds of the University payable out of the revenues of the Auxiliary Enterprise System will not be increased, and the refunding revenue bonds so issued shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the Auxiliary Enterprise System.

**Section 805. Calculation of Debt Service Requirements.**

(a) *Variable Rate Indebtedness.* In determining the debt service requirements on any indebtedness that provides for interest to be payable thereon at a rate per annum that may vary from time

to time over the term thereof in accordance with procedures provided in the instrument creating such indebtedness and which for any future period of time is not susceptible of precise determination, the interest rate on such indebtedness for any period prior to the date of calculation or for which the interest rate has been determined shall be the actual interest payable during such period, and for each year in which such indebtedness is outstanding and for which the actual interest rate cannot be determined, the interest rate on such indebtedness for the period of determination shall, with respect to tax-exempt obligations, be deemed to be the rate of interest based on the last 12-month average of the “*BMA Index*” most recently published in *The Bond Buyer*, and with respect to taxable obligations, be deemed to be the rate of interest based on the average of the One Month LIBOR Rate for the 12 calendar months preceding the date of determination.

(b) *Build America Bonds*. In determining the debt service requirements on any indebtedness that constitutes “qualified” Build America Bonds for purposes of Section 54AA of the Code, debt service for any historical periods shall be computed based on the actual interest payments on the Build America Bonds, net of any interest subsidy payments received by the University with respect to those bonds, and debt service for any future periods shall be computed based on the projected interest payments on the Build America Bonds, net of any projected interest subsidy payments to be received by the University with respect to those bonds. To the extent projected interest subsidy payments are included in computing any future debt service requirements on Build America Bonds, the projected future interest subsidy payments shall be excluded from the definition of “Revenues” for those future periods.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 901. Acceleration of Maturity in Event of Default.** The University covenants and agrees that if (a) it shall default in the payment of the principal of or interest on any of the Bonds any Parity Bonds, or any additional Parity Bonds hereafter issued by the University in accordance with **Section 802** hereof as the same shall become due, or (b) if the University, the Board or any of the officers, agents or employees thereof shall fail or refuse to comply with any of the provisions of this Resolution, any Parity Resolution or of the Constitution or statutes of the State and such failure or refusal to comply shall continue for a period of 30 days, or (c) the University declares bankruptcy, then, at any time thereafter and while such default shall continue, the Owners of 25% in principal amount of the Bonds then Outstanding may, by written notice to the University filed in the office of the Secretary or delivered in person to said Secretary, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything in this Resolution or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds shall have been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds shall have been paid in full and all other defaults, if any, by the University under the provisions of this Resolution and under the provisions of the statutes of the State shall have been cured, then and in every such case the Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the University given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

**Section 902. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract among the University and the Owners of the Bonds, and the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding, shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the University and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the University, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

To the extent permitted by law, the University irrevocably waives any right to jury trial in any proceeding, claim or controversy between the University and the Lender relating to this Resolution or the Bonds.

**Section 903. Limitation on Rights of Bondowners.** No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

**Section 904. Remedies Cumulative.** No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondowner, then, and in every such case, the University and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 905. No Obligation to Levy Taxes.** Nothing contained in this Resolution shall be construed as imposing on the University or the Board any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

## ARTICLE X

### DEFEASANCE

**Section 1001. Defeasance.** When all of the Bonds shall have been paid and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or another bank or

trust company located in the State and having full trust powers, at or prior to the maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Permitted Investments which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds, the redemption premium thereon, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the maturity thereof, the University shall have elected to redeem such Bonds and notice of such redemption shall have been given or the University shall have given irrevocable instructions to the Paying Agent to redeem such Bonds. Any moneys and obligations which at any time shall be deposited with said Paying Agent or other bank or trust company by or on behalf of the University, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge hereof. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution. In the event of an advance refunding of any of the Bonds, the University shall cause to be delivered to the Paying Agent a verification report of an independent nationally recognized certified public accountant of the mathematical computation of the adequacy of the escrow established to provide for the payment of the Bonds.

## ARTICLE XI

### AMENDMENTS

**Section 1101. Amendments.** The rights and duties of the University, the Board and the Bondowners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the Board with the written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary of the Board, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the University is required to pay by way of principal or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the Auxiliary Enterprise System prior or equal to the lien of the Bonds or additional bonds hereafter issued on a parity with the Bonds as hereinbefore provided;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the Board at any time in any respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without the consent of Bondowners, the Board may, or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein or in connection with any other change herein which is not materially adverse to the Bondowners.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary of the Board a copy of the resolution of the Board hereinabove provided for, duly certified, as well as proof of consent to such modification by the Owners of not less than a majority in principal amount of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The University shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution made hereunder which affects the duties or obligations of the Paying Agent under this Resolution.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 1201. Notices, Consents and Other Instruments by Bondowners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond, as provided for in the form of Bond set forth in **Section 401** hereof), if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the University and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Resolution to be made, given or furnished to or filed with the Lender, if the same shall be delivered in person or duly mailed by first class mail, postage prepaid, at the following addresses:

To the Lender at:

Regions Capital Advantage, Inc.  
1900 5th Avenue North, Suite 2400  
Birmingham, Alabama 35203  
Attention: Bo Buckner, President  
Telephone: (205) 264-4749  
Telecopy: (205) 264-4747



Email: bo.buckner@regions.com

With a copy to:

Regions Bank  
8182 Maryland Avenue  
St. Louis, Missouri 63105  
Attention: Helena Burke-Bevan, Vice President  
Telephone: (314) 615-2345  
Telecopy: (314) 615-2355  
Email: Helena.burke-bevan@regions.com

Wire Instructions for the Lender:

Regions Capital Advantage, Inc.  
Birmingham, Alabama  
ABA 062000019  
BNF: Commercial Loans  
Acct: # 0192399843  
Ref: Missouri State University

**Section 1202. Further Authority.** The officers of the Board, including the Chair, Secretary and Treasurer shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1203. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Resolution, or of the Bonds, shall ever be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

**Section 1204. Electronic Transactions.** The transaction described herein may be conducted and this Resolution and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1205. Governing Law.** This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 1206. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Board.

**ADOPTED** by the Board of Governors of Missouri State University this 17<sup>th</sup> day of May, 2018.

By: \_\_\_\_\_  
Title: Chair, Board of Governors

ATTEST:

By: \_\_\_\_\_  
Title: Secretary, Board of Governors

**CERTIFICATE**

I, the undersigned, Secretary of the Board of Governors of Missouri State University, hereby certify that the above and foregoing constitutes a full, true and correct copy of the Resolution authorizing the issuance of the \$19,000,000 principal amount Auxiliary Enterprise System Revenue Bond, Series 2018A, of the University, duly adopted by the Board of Governors of Missouri State University at a meeting duly and regularly held on May 17, 2018, that said Resolution has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is on file in my office.

**WITNESS** my hand and official seal this 17<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
Title: Secretary, Board of Governors

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

The project will consist of improvements to and expansions and renovations of auxiliary enterprise facilities and ancillary projects of the University, including (1) renovation of and improvements to Woods House, (2) acquisition of new or renovations to other existing residential life facilities, and (3) miscellaneous capital improvements to the auxiliary enterprise facilities of the University.

**EXHIBIT B**  
**FORM OF BOND**

EACH PERSON WHO IS OR WHO BECOMES THE REGISTERED OWNER OR A BENEFICIAL OWNER OF A BOND SHALL BE DEEMED BY THE ACCEPTANCE OR ACQUISITION OF SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS OF THE RESOLUTION, WHICH PLACE LIMITATIONS ON THE TRANSFER OF THE BOND. NEITHER THIS BOND NOR ANY BENEFICIAL OWNERSHIP INTEREST IN THIS BOND MAY BE TRANSFERRED, UNLESS THE PROPOSED TRANSFEREE SHALL HAVE DELIVERED TO THE UNIVERSITY AN EXPRESS AGREEMENT SUBSTANTIALLY IN THE FORM OF THE TRANSFEREE LETTER ATTACHED AS EXHIBIT D TO THE RESOLUTION HEREIN REFERENCED BY THE PROPOSED TRANSFEREE WITH ONLY SUCH VARIATIONS FROM THAT FORM AS ARE ACCEPTABLE TO THE UNIVERSITY.

**UNITED STATES OF AMERICA**  
**STATE OF MISSOURI**

**Registered**  
**No. R-1**

**Registered**  
**\$19,000,000**

**MISSOURI STATE UNIVERSITY**

**AUXILIARY ENTERPRISE SYSTEM REVENUE BOND**  
**SERIES 2018A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
3.35%	October 1, 2036	May 24, 2018

**Registered Owner:**    **REGIONS CAPITAL ADVANTAGE, INC.**

**Principal Amount:**    **NINETEEN MILLION DOLLARS**

**MISSOURI STATE UNIVERSITY**, a state educational institution organized and existing under the laws of the State of Missouri (the “**University**”), acting through its Board of Governors (the “**Board**”), hereby acknowledges to owe and, for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, but solely out of the System Bond Fund as hereinafter provided, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and to pay interest on the principal amount of the Bond advanced and outstanding in accordance with the Resolution (defined below) as reflected on **Schedule I** hereto maintained by the Lender at the Interest Rate per annum shown above (computed on the basis of a year of 360 days and the actual number of days elapsed) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided

for (likewise payable solely out of the System Bond Fund), payable semiannually on April 1 and October 1 in each year, beginning October 1, 2018, until said Principal Amount shall have been paid.

The principal of and interest payable on the Bond on any principal or interest payment date shall be paid to the Registered Owner of such bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or (b) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to U.S. Bank National Association, in St. Louis, Missouri (the **"Paying Agent"**) not less than 15 days prior to such principal or interest payment date, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed. The principal of, redemption premium, if any, and interest on this Bond shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

This Bond is a duly authorized Bond of the University designated **"Auxiliary Enterprise System Revenue Bond, Series 2018A"** in the principal amount of \$19,000,000 (the **"Bond"**), issued by the University for the purpose of providing funds to (a) finance the costs of improvements to and expansions and renovations of the University's system of dormitory, dining room, social, recreational, health and parking facilities serving the University and its students (said system, together with all extensions and improvements thereto, being herein called the **"Auxiliary Enterprise System"**), including (1) renovation of and improvements to Woods House, (2) acquisition of new or renovations to other existing residential life facilities, and (3) miscellaneous capital improvements to the auxiliary enterprise facilities of the University, and (b) pay the costs of issuance of the Bond under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Chapter 176 of the Revised Statutes of Missouri, as amended, and pursuant to a resolution duly adopted by the Board on May 17, 2018 (the **"Resolution"**). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Resolution.

The Bond, at the option of the Board, may be called for redemption and payment prior to maturity at any time on or after May 24, 2027, in whole or in part at the redemption price of **100%** of the principal amount redeemed, plus accrued interest thereon to the redemption date. In the event of a partial optional redemption of the Bond, the redemption amount shall be applied to the sinking fund redemption requirements set forth in the following paragraph in inverse order of maturity.

The Bond is subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Resolution on October 1, 2019, and on each October 1 thereafter, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest to the redemption date, in the following principal amounts:

<u>October 1,</u>	<u>Principal Amount</u>
2019	\$865,000
2020	805,000
2021	830,000
2022	865,000
2023	885,000
2024	925,000
2025	945,000

2026	980,000
2027	1,020,000
2028	1,055,000
2029	1,090,000
2030	1,130,000
2031	1,155,000
2032	1,205,000
2033	1,245,000
2034	1,290,000
2035	1,330,000
2036*	1,380,000

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\* Final Maturity

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 5 Business Days prior to the date fixed for redemption, to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bond or portion of the Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Board shall default in the payment of the redemption price) such Bonds or portions of Bond shall cease to bear interest. No notice of redemption is required for redemption pursuant to the mandatory sinking fund redemption provisions set forth above.

The Bond is a special obligation of the University payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues arising from the operation of the aforesaid Auxiliary Enterprise System, and said net income and revenues shall be set aside for that purpose in a special fund held pursuant to the Resolution and identified therein as the System Bond Fund. This Bond shall not be deemed to be an indebtedness of the State of Missouri or of the University or of the Board or of the individual members of said Board.

The Bond stands on a parity with respect to the payment of principal and interest from the net income and revenues of the Auxiliary Enterprise System and in all other respects with five series of Parity Bonds described in the Resolution, outstanding as of the date of this Bond in the aggregate principal amount of \$112,500,000. Under the conditions set forth in the Resolution, the University has the right to issue additional Parity Bonds payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional Parity Bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Resolution.

The Board hereby covenants and agrees with each and every Owner of the Bonds to keep and perform all covenants and agreements contained in the Resolution; and that it will apply the proceeds thereof to the purposes for which said Bonds are authorized to be issued; that it will continuously operate the aforesaid Auxiliary Enterprise System at all times when the University is in regular session; that it will adopt such regulations for student housing, and will fix and maintain such reasonable rates and charges for the use of the facilities of said Auxiliary Enterprise System as will in its judgment provide revenues sufficient to pay the reasonable cost of operating and maintaining said properties, and to provide and maintain the System Bond Fund in an amount adequate promptly to pay the principal of and the interest on this Bond and the issue of which it forms a part, as the same become due, and to provide a reasonable reserve fund; and that it will collect, account for, and apply the aforesaid revenues, all in accordance with and as provided for by the Resolution. Reference is made to the Resolution for a description of the

covenants and agreements made by the Board with respect to the collection, segregation and application of the revenues of the Auxiliary Enterprise System, the nature and extent of the security of the Bonds, the rights, duties and obligations of the University with respect thereto, and the rights of the Owners thereof.

The Bond is issuable in the form of a fully registered Bond without coupons, evidenced by one physical bond.

This Bond may be transferred or exchanged in whole but not in part, as provided in the Resolution, only upon the Bond Register maintained by the Paying Agent by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The University and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

No Bond or any beneficial ownership interest therein may be transferred, except in accordance with the terms of the Resolution unless the proposed transferee shall have delivered to the University an express agreement substantially in the form of the Transferee Letter attached as **Exhibit D** to the Resolution with only such variations from that form as are acceptable to the University.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bond, provision has been duly made for the collection and segregation of the revenues of the Auxiliary Enterprise System and for the application of the same as hereinbefore provided.



**IN WITNESS WHEREOF, MISSOURI STATE UNIVERSITY** has executed this Bond by causing it to be signed by the manual or facsimile signature of the Chair of its Board of Governors and attested by the manual or facsimile signature of the Secretary of said Board, and its official seal to be affixed hereto or imprinted hereon, and this Bond to be dated the Dated Date shown above.

**MISSOURI STATE UNIVERSITY**

By: \_\_\_\_\_  
Chair of the Board of Governors

**ATTEST**

By: \_\_\_\_\_  
Secretary of the Board of Governors

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Registration Date: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION,**  
Paying Agent

By: \_\_\_\_\_  
Authorized Signature



**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security or other  
Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT C**  
**TO RESOLUTION**  
**FORM OF LENDER LETTER**

May 24, 2018

Missouri State University  
Springfield, Missouri

Re: Missouri State University Auxiliary System Revenue Bond, Series 2018A

Ladies and Gentlemen:

Regions Capital Advantage, Inc. (the “Lender”), is purchasing the entire principal amount of the above-referenced Bond (the “Bond”) issued by Missouri State University (the “University”) pursuant to a Resolution (the “Resolution”) adopted by the Board of Governors of the University (the “Board”) on May 17, 2018 (the “Resolution”) and the Bond Purchase Agreement dated the date hereof between the University and the Lender. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Resolution.

THIS LETTER, OR A FACSIMILE COPY HEREOF, WILL BE DELIVERED TO THE ABOVE ADDRESSEE NO LATER THAN THE DATE OF PURCHASE OF THE BONDS.

In connection with the purchase of the Bond, the Lender hereby agrees to the following terms and conditions and makes the representations and warranties stated herein with the express understanding that the truth and accuracy of the representations and warranties will be relied upon by the University:

1. The Lender is familiar with Rule 144A promulgated under the Securities Act and is a “qualified institutional buyer” as defined in Rule 144A and /or an “accredited investor” as defined in Rule 501 of Regulation D of the Securities Act. The Lender has sufficient knowledge and experience in financial business matters, including the purchase of tax-exempt obligations, to be able to evaluate the risks and merit of the purchase of the Bond and to make an informed decision with respect to the Bond. The Lender is able to bear the economic risk of the Bond, including a complete loss of the loan evidenced by the Bond.

2. The Lender has had an opportunity to obtain as much information with respect to the University as it deems appropriate with respect to the purchase of the Bond. The Lender has had the opportunity to ask questions of and receive answers from the University concerning the purchase of the Bond and all matters relating thereto or any additional information deemed necessary to its decision to purchase the Bond. The Lender has reviewed and has made its decision based on its review of the Resolution and other documents related to the issuance of the Bond and on certain other information it has

obtained and that it deems relevant to the Bond. The Lender has made its own independent review of credit and related matters applicable to the University, the purchase and holding of the Bond and the security therefor. The Lender is aware that the business of the University involves certain economic variables and risks that could adversely affect the security for the Bond.

3. The Lender has reviewed with the Lender's own tax advisors the federal, state and local tax consequences of the purchase of the Bond, where applicable, and the transactions contemplated by the Resolution. The Lender understands that the Lender (and not the University) shall be responsible for the Lender's own tax liability that may arise as a result of the purchase of the Bond.

4. The Lender is purchasing the Bond for its own account as evidence of a loan to the University (the "Loan") and has no present intention of distributing or selling such Bond or any portion thereof or any interest therein. The Lender understands that it may need to bear the risks of the Loan for an indefinite time, since any sale prior to maturity may not be possible.

5. The Lender understands that the Bond is a special obligation of the University payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues arising from the operation of the aforesaid Auxiliary Enterprise System, and said net income and revenues shall be set aside for that purpose in a special fund held pursuant to the Resolution and identified therein as the System Bond Fund. The Bond shall not be deemed to be an indebtedness of the State of Missouri or of the University or of the Board or of the individual members of said Board. The University has no taxing power.

6. The Lender understands that the Bond has not been registered under the Securities Act or any state securities or "Blue Sky" laws and are being sold in reliance on exemptions from the registration requirements of the Securities Act. The Lender further understands that the Bond and any security issued in exchange therefore or in lieu thereof must be held indefinitely unless subsequently registered under the Securities Act and any applicable state securities or "Blue Sky" laws or unless exemptions from the registration requirements of the Securities Act and such laws are available.

7. The Lender agrees that the Lender is bound by and will abide by the provisions of the Resolution related to the transfer and sale of the Bond, the restrictions on transferability noted on the face of the Bond and this Letter. The Lender will comply with all applicable federal and state securities laws, rules and regulations by which the Lender is bound in connection with any resale or transfer of the Bond by the Lender. If the Lender sells or transfers the Bond, at the time of such sale or transfer, the Lender or its agent will obtain from any subsequent purchaser, and cause to be delivered to the addressees named in this Letter, a Transferee Letter in the form set forth in the Resolution. The Lender acknowledges that any proposed assignee of a beneficial ownership interest in the Bond will be deemed under the Resolution to have made agreements and representations substantially similar to those set forth above. The Lender understands that the Lender's Bond will bear a legend restricting transfer of the Bond.

8. The Lender agrees to indemnify and hold harmless the University from any and all claims, judgments, attorney's fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bond by the Lender in violation of the Resolution or this Letter.

9. The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning

municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this letter and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this letter, any other information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the University has been informed that the University should discuss this letter and any such other information, materials or communications with any and all internal and external advisors and experts that the University deems appropriate before acting on this letter or any such other information, materials or communications.

**10.** The Lender is purchasing the Bond as evidence of the Loan and in that connection, the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

**REGIONS CAPITAL ADVANTAGE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D  
TO BONDS TRUST INDENTURE  
FORM OF TRANSFEREE LETTER**

[Date of Purchase]

Missouri State University  
Springfield, Missouri

Re: Missouri State University Auxiliary System Revenue Bond, Series 2018A

Ladies and Gentlemen:

[Transferee Name] (the “Transferee”), intends to purchase pursuant to this Transferee Lender Letter the entire principal amount of the above-referenced Bond (the “Bond”) issued by Missouri State University (the “University”) pursuant to a Resolution (the “Resolution”) adopted by the Board of Governors of the University (the “Board”) on May 17, 2018 (the “Resolution”) and the Bond Purchase Agreement dated the date hereof between the University and the Lender. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Resolution.

THIS TRANSFEREE LENDER LETTER, OR A FACSIMILE COPY HEREOF, WILL BE DELIVERED TO THE ABOVE ADDRESSEE NO LATER THAN THE DATE OF PURCHASE OF THE BOND.

In connection with the purchase of the Bond, the Transferee hereby agrees to the following terms and conditions and makes the representations and warranties stated herein with the express understanding that the truth and accuracy of the representations and warranties will be relied upon by the University:

1. The Transferee has sufficient knowledge and experience in financial business matters, including the purchase of tax-exempt obligations, to be able to evaluate the risks and merit of the purchase of the Bond and to make an informed decision with respect to the Bond. The Transferee is able to bear the economic risk of the Bond, including a complete loss of such investment.

2. The Transferee has had an opportunity to obtain as much information with respect to the University as it deems appropriate with respect to the purchase of the Bond. The Transferee has had the opportunity to ask questions of and receive answers from the University concerning the purchase of the Bond and all matters relating thereto or any additional information deemed necessary to its decision to purchase the Bond. The Transferee has reviewed and has made its decision based on its review of the Resolution and other documents related to the issuance of the Bond and on certain other information it has obtained and that it deems relevant to the Bond. The Transferee has made its own independent review of credit and related matters applicable to the University, the purchase and holding of the Bond and the security therefor. The Transferee is aware that the business of the University involves certain economic variables and risks that could adversely affect the security for the Bond.

3. The Transferee has reviewed with the Transferee’s own tax advisors the federal, state and local tax consequences of the purchase of the Bond, where applicable, and the transactions contemplated by the Resolution. The Transferee understands that the Transferee (and not the University) shall be responsible for the Transferee’s own tax liability that may arise as a result of the purchase of the Bond.

4. The Transferee is purchasing the Bond for its own account and has no present intention of distributing or selling such Bond or any portion thereof or any interest therein. The Transferee understands that it may need to bear the risks of its purchase of the Bond for an indefinite time, since any sale prior to maturity may not be possible.

5. The Transferee understands that the Bond is a special obligation of the University payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues arising from the operation of the aforesaid Auxiliary Enterprise System, and said net income and revenues shall be set aside for that purpose in a special fund held pursuant to the Resolution and identified therein as the System Bond Fund. The Bond shall not be deemed to be an indebtedness of the State of Missouri or of the University or of the Board or of the individual members of said Board. The University has no taxing power.

6. The Transferee understands that the Bond has not been registered under the Securities Act or any state securities or “Blue Sky” laws and are being sold in reliance on exemptions from the registration requirements of the Securities Act. The Transferee further understands that the Bond and any security issued in exchange therefore or in lieu thereof must be held indefinitely unless subsequently registered under the Securities Act and any applicable state securities or “Blue Sky” laws or unless exemptions from the registration requirements of the Securities Act and such laws are available.

7. The Transferee agrees that the Transferee is bound by and will abide by the provisions of the Resolution related to the transfer and sale of the Bond, the restrictions on transferability noted on the face of the Bond and this Transferee Letter. The Transferee will comply with all applicable federal and state securities laws, rules and regulations by which the Transferee is bound in connection with any resale or transfer of the Bond by the Transferee. If the Transferee sells or transfers the Bond, at the time of such sale or transfer, the Transferee or its agent will obtain from any subsequent purchaser, and cause to be delivered to the addressees named in this Transferee Letter, a Transferee Letter in the form set forth in the Resolution. The Transferee acknowledges that any proposed assignee of a beneficial ownership interest in the Bond will be deemed under the Resolution to have made agreements and representations substantially similar to those set forth above. The Transferee understands that the Transferee’s Bond will bear a legend restricting transfer of the Bond.

8. Check applicable section (at least one of the following must be checked):

The Transferee is an Affiliate of the Bondowner.

The Transferee is a trust or other custodial arrangement established by the Bondowner or an Affiliate of the Bondowner, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act.

The Transferee is familiar with Rule 144A promulgated under the Securities Act and is a “qualified institutional buyer” as defined in Rule 144A that is a bank described in Paragraph 5, above.



9. The Transferee agrees to indemnify and hold harmless the University from any and all claims, judgments, attorney's fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bond by the Transferee in violation of the Resolution or this Transferee Letter.

**[TRANSFEREE NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

Request No: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADVANCE REQUEST**

(CONSTRUCTION FUND)

To: Helena.Burke-Bevan@Regions.com  
Jason.Pruitt@Regions.com  
Regions Capital Advantage, Inc.  
Birmingham Alabama

Re: \$19,000,000 Missouri State University Auxiliary Enterprise System Revenue Bond, Series 2018A

You are hereby requested and directed pursuant to **Section 203(b)** of the Resolution dated May 17, 2018, pursuant to which the above-referenced Bond was issued (the “**Resolution**”), to advance to the University and deposit the amount of \$ \_\_\_\_\_ into the Construction Fund.

You are directed to confirm to the University and the Paying Agent the date and the amount of the foregoing deposit to the Construction Fund in accordance with the terms of the Resolution.

The University acknowledges that the Lender will, prior to disbursing funds to the University pursuant to any Advance Request, make contact with a University Representative via telephone, to confirm the authenticity and accuracy of the Advance Request. The Lender shall be entitled to fully rely on any Advance Request received by it and shall have no obligation to verify the accuracy or the contents of this Advance Request or to see that the proceeds of the Bond are properly applied.

**MISSOURI STATE UNIVERSITY**

By: \_\_\_\_\_  
Title: University Representative

cc: Cheryl.rain@usbank.com  
U.S. Bank National Association, as Paying Agent

**CONFIRMATION OF DEPOSIT OF ADVANCE REQUEST**

To: Sfoucart@MissouriState.edu  
Missouri State University

Cheryl.rain@usbank.com  
U.S. Bank National Association, as Paying Agent

Re: \$19,000,000 Missouri State University Auxiliary Enterprise System Revenue Bond, Series  
2018A

This is to confirm that pursuant to the Advance Request of Missouri State University dated \_\_\_\_\_, 201 \_\_, and **Section 203(b)** of the Resolution dated May 17, 2018, Regions Capital Advantage, Inc., as Lender, has deposited the amount of \$\_\_\_\_\_ into the Construction Fund, which deposit constitutes an advance of principal on the above-referenced Bond.

Dated: \_\_\_\_\_, 201 \_\_

**REGIONS CAPITAL ADVANTAGE, INC.**

**\$19,000,000**  
**MISSOURI STATE UNIVERSITY**  
**AUXILIARY ENTERPRISE SYSTEM REVENUE BOND**  
**SERIES 2018A**

**May 24, 2018**

**BOND PURCHASE AGREEMENT**

Board of Governors of  
Missouri State University  
Springfield, Missouri

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, the undersigned, Regions Capital Advantage, Inc., (the “Lender”) acting on its own behalf and not as an agent or fiduciary to you, hereby agrees to purchase on the date hereof the \$19,000,000 principal amount Auxiliary Enterprise System Revenue Bond, Series 2018A (the “Bond”) to be issued by Missouri State University (the “University”) under and pursuant to a Resolution adopted by the Board of Governors of the University (the “Board of Governors”) on May 17, 2018 (the “Resolution”). Capitalized terms used in this Bond Purchase Agreement have the meanings set forth in the Resolution unless some other meaning is plainly indicated.

The University has requested the Lender purchase the Bond, and the Lender has agreed to purchase the Bond on the condition of the inclusion of certain covenants of the University in the Resolution. Accordingly, the University hereby covenants to the Lender that it will comply with its obligations under the Resolution.

**SECTION 1. UNIVERSITY’S REPRESENTATIONS AND WARRANTIES**

By acceptance of this Bond Purchase Agreement, the University hereby represents and warrants to the Lender that:

(a) The University is a public institution of higher education of the State of Missouri and a political subdivision of the State of Missouri.

(b) The University has complied with all provisions of the Constitution and the laws of the State of Missouri, including particularly the Act, and has full power and authority to consummate all

transactions contemplated by the Resolution and this Bond Purchase Agreement, and all other related agreements.

(c) The University has duly authorized by all necessary action to be taken by the University (1) the adoption and performance of the Resolution; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the execution and performance of all other agreements and documents as may be required to be executed, delivered and performed by the University in order to carry out, give effect to and consummate the transactions contemplated by the Resolution and this Bond Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Resolution and this Bond Purchase Agreement. Executed counterparts of the Resolution, this Bond Purchase Agreement and all other agreements and documents specified in this Bond Purchase Agreement (collectively, the “Bond Documents”) will be delivered to the Lender by the University at the Closing Time (as defined below).

(d) The Bond Documents and this Bond Purchase Agreement, when executed and delivered by the University, will be the legal, valid and binding obligations of the University enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the University and further subject to the availability of equitable remedies.

(e) The Bond has been duly authorized by the University, and when issued, delivered and paid for as provided for in this Bond Purchase Agreement and in the Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the University enforceable in accordance with their terms and entitled to the benefits and security of the Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the University and further subject to the availability of equitable remedies). The Bond will not pledge the full faith and credit of the State or any political subdivision thereof, including the University, nor will they be secured by a lien against any of their respective properties, except as provided for in the Resolution. The Bond will be a limited obligation of the University payable solely out of the net income and revenues derived from the operation of the Auxiliary Enterprise System (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof), and the Bond will not constitute an indebtedness of the University within the meaning of any constitutional or statutory provision, limitation or restriction.

(f) The execution and delivery of the Bond Documents, the Bond, and this Bond Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the University a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The University is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the University is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the University and will not be material to the holders of the Bond. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Documents or the Bond.

(h) The financial statements of the University for the three fiscal years ended June 30, 2017, audited by BKD, LLP, all provided to the Lender, present fairly and accurately the financial condition and results of operations of the University and the Auxiliary Enterprise System, respectively, as of the dates and for the periods specified.

(i) Neither the University nor the Auxiliary Enterprise System has, since June 30, 2017, incurred any material liabilities other than the Series 2017 Bonds purchased by the Lender and there has been no material adverse change since that date in the condition of the University or the Auxiliary Enterprise System, financial or otherwise, other than as disclosed in writing to the Lender.

(j) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the University, threatened against or affecting the University or the Auxiliary Enterprise System (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Resolution or the validity of the Bond Documents, the Bond, this Bond Purchase Agreement or any agreement or instrument to which the University is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Resolution.

Any certificate signed by any of the authorized officials of the University or the Board of Governors and delivered to the Lender in connection with the Closing will be deemed a representation and warranty by the University to the Lender as to the statements made therein.

## **SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BOND**

On the basis of the representations, warranties, covenants and agreements contained in this Bond Purchase Agreement and in the other agreements and documents referred to in this Bond Purchase Agreement, and subject to the terms and conditions of this Bond Purchase Agreement, at the Closing Time the Lender agrees to purchase from the University and the University agrees to sell to the Lender the Bond at a purchase price of \$19,000,000, which equals the par amount of the Bond. On the date hereof, the Lender agrees to advance \$5,000,000 principal amount of the Bond for deposit in accordance with the Resolution, and further agrees to advance the balance of the principal amount of the Bond to the University on the dates and in the amounts required by **Section 203(b)** of the Resolution. In all events, the Lender agrees to advance the full principal amount of the Bond on or before September 30, 2019. The Lender is purchasing the Bond as evidence of a loan to the University. The Bond will be issued under and secured as provided in the Resolution, and the Bond will have the maturity and interest rate and be subject to redemption as set forth in the Resolution.

The Bond is being privately placed with the Lender pursuant to this Bond Purchase Agreement. The Lender is purchasing the Bond for its own lending account and has no present intention of distributing or selling such Bond or any portion thereof or any interest therein. In connection with the purchase of the Bond, the Lender has executed and delivered a Lender letter in form and substance acceptable to the University, which Lender letter includes representations by the Lender and limitations on the transfer of the Bond, and any ownership interest in such Bond (beneficial or otherwise) shall not be transferred unless the conditions to the transfer set forth in such Lender letter and in the Resolution are met.

The Lender is purchasing the Bond as evidence of a loan and in that connection, the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The

Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

The initial principal advance on the Bond will be made by federal wire transfer of immediately available federal funds payable to the order of the University for the account of the University for deposit in the Costs of Issuance Fund and the Construction Fund in accordance with the Resolution, at 10:00 A.M., local time, on May 24, 2018 and closing of the issue will occur at the offices of Gilmore & Bell, P.C., Kansas City, Missouri, or such other place, time or date as is mutually agreed upon by the University and the Lender. Upon payment, the Bond will be delivered and released upon the instructions of the Lender to the Lender at its office in Birmingham, Alabama specified below. The date of delivery and payment is called the "Closing Date," and the hour and date of delivery and payment is called the "Closing Time."

The proceeds of the Bond shall be deposited in the funds and accounts established under the Resolution, as set forth in the Resolution, subject to such changes as may be approved by officers of the University executing the Federal Tax Certificate and Bond Counsel.

The Lender agrees to make additional advances of principal of the Bond in accordance with each Advance Request submitted by the University in accordance with the Resolution. Each Advance Request shall be signed by a University Representative in accordance with the Resolution. The initial University Representatives are set forth on the Incumbency Certificate attached hereto as **Exhibit A**. Upon any change in the University Representative permitted by the Resolution, the University shall deliver to the Lender a new Incumbency Certificate in the form of **Exhibit A** for each newly designated University Representative. The Lender acknowledges that no pledge of amounts held in the Construction Fund established under the Resolution is made to the Lender pursuant to the Resolution, and the Lender shall not permit Regions Bank to create any lien or encumbrance on the Construction Fund or any right of setoff against the Construction Fund.

### **SECTION 3. ROLE OF LENDER**

The University hereby acknowledges and agrees that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. The University acknowledges with respect to any information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this letter, any other information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the University has been informed that the University should discuss this Bond Purchase Agreement and any such information, materials or communications with any and all internal and external advisors and experts that the University deems appropriate before acting on any such information, materials or communications.

#### **SECTION 4. COVENANTS AND AGREEMENTS OF UNIVERSITY**

The University covenants and agrees with the Lender for the time period specified, and if no period is specified, for so long as the Bond remains outstanding, as follows:

(a) ***EMMA Posting.*** The University shall not file or submit, or permit the filing or submission, of all or any portion of any document entered into in connection with the issuance of the Bond with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Lender in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Lender which redacted provision may be no greater than permitted under applicable federal securities law guidance.

(b) ***US Patriot Act.*** The University represents and warrants to the Lender that neither it, nor, to the knowledge of the University, any of its Governors or executive officers is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The University further represents and warrants to the Lender that neither it, nor, to the knowledge of the University, any of its Governors or executive officers is directly or indirectly, engaged in, or facilitating, the transactions contemplated by this Bond Purchase Agreement on behalf of any Person named as a Specially Designated National and Blocked Person.

#### **SECTION 5. PAYMENT OF EXPENSES**

Whether or not the Bond is sold by the University to the Lender (unless the sale be prevented at the Closing Time by the Lender's default), the Lender will be under no obligation to pay any expenses incident to the performance of the obligations of the University hereunder. If the Bond is sold by the University to the Lender, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bond (including, without limitation, the fees and disbursements of Gilmore & Bell, P.C., as Bond Counsel, the fees and disbursements of the Lender's counsel in connection with the purchase of the Bond) will be paid by the University out of the proceeds of the Bond or other available funds of the University. If the Bond is not sold by the University to the Lender (unless the sale is prevented at the Closing Time by the Lender's default), all the expenses and costs of the University will be paid by the University.

#### **SECTION 6. NOTICE**

Any notice or other communication to be given under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the applicable person, as follows:

(a) If to the University:

Missouri State University  
901 South National  
Springfield, Missouri 65897  
(417) 836-5632  
Attention: Mr. Stephen Foucart



(b) If to the Lender:

Regions Capital Advantage, Inc.  
1900 5th Avenue North, Suite 2400  
Birmingham, Alabama 35203  
Attention: Bo Buckner, President  
Telephone: (205) 264-4749  
Telecopy: (205) 264-4747  
Email: bo.buckner@regions.com

With a copy to:

Regions Bank  
8182 Maryland Avenue  
St. Louis, Missouri 63105  
Attention: Helena Burke-Bevan, Vice President  
Telephone: (314) 615-2345  
Telecopy: (314) 615-2355  
Email: Helena.burke-bevan@regions.com

#### **SECTION 7. APPLICABLE LAW: NONASSIGNABILITY; WAIVER OF JURY TRIAL**

This Bond Purchase Agreement is governed by the laws of the State of Missouri. This Bond Purchase Agreement may not be assigned.

To the extent permitted by law, the University irrevocably waives any right to jury trial in any proceeding, claim or controversy between the University and the Lender relating to this Bond Purchase Agreement.

#### **SECTION 8. EXECUTION OF COUNTERPARTS; ENTIRE AGREEMENT**

This Bond Purchase Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which will constitute one and the same document.

This Bond Purchase Agreement and the Bond Documents constitute the entire agreement between the University and the Lender relating to the loan to the University represented by the purchase of the Bond by the Lender. This Bond Purchase Agreement supersedes in its entirety the terms of the Commitment Letter dated March 20, 2018, between the Lender and the University, which is of no further force or effect after the execution hereof and the sale and purchase of the Bond hereunder.

#### **SECTION 9. RIGHTS HEREUNDER**

This Bond Purchase Agreement is made for the benefit of the University and the Lender, and no other person including any purchaser of the Bond will acquire or have any rights hereunder or by virtue of this Bond Purchase Agreement.

#### **SECTION 10. ELECTRONIC TRANSACTIONS**

The transaction described herein may be conducted and this Bond Purchase Agreement and

related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**SECTION 11. EFFECTIVE DATE**

This Bond Purchase Agreement will become effective upon acceptance of this Bond Purchase Agreement by the University.

Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon you and the Lender.

Very truly yours,

**REGIONS CAPITAL ADVANTAGE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written:

**MISSOURI STATE UNIVERSITY**

By: \_\_\_\_\_  
Name: Carrie Tergin  
Title: Chair, Board of Governors

**EXHIBIT A**

University Representatives

The undersigned Secretary of the Board of Governors of Missouri State University hereby certifies that each of the following is a duly designated University Representative under the Resolution adopted by the Board of Governors on May 17, 2018, authorizing the issuance of \$19,000,000 principal amount of Missouri State University Auxiliary System Revenue Bonds, Series 2018A, and the signatures set forth below opposite the name of each University Representative is his / her genuine signature.

Name: Stephen C. Foucart, Treasurer of the Board of Governors

Specimen Signature: \_\_\_\_\_

Phone Number: (417) 836-4563

Name: \_\_\_\_\_, Director of Grants and Foundation Accounting

Specimen Signature: \_\_\_\_\_

Phone Number: (417) 836-\_\_\_\_

Dated: May 24, 2018

\_\_\_\_\_  
Kristan Gochenauer,  
Secretary,  
Board of Governors, Missouri State University

XV.A.

**RECOMMENDED ACTION** – Approval of a Build to Suit Real Estate Purchase Agreement for a Residence Hall to be Constructed at 630 East Madison, Springfield, Missouri.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the University enter into a Build to Suit Real Estate Purchase Agreement with Bryan Student Housing, LLC, for the purchase, in fee simple absolute title, of a residence hall, and the real estate parcel on which it is situated (“Residence Hall”), to be constructed at 630 East Madison, Springfield, Missouri for an amount equal to the appraised value of the Residence Hall, subject to a cap of Twenty Four Million Dollars (\$24,000,000.00), further described below:

*A TRACT OF LAND AS LYING IN ALL OF LOTS 36, 37 AND THE EAST HALF OF LOT 38 OF SOUTHERN ADDITION, PLAT BOOK B, PAGE 85, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2013, PAGE 031422-13 AND IN BOOK 2013, PAGE 055616-13 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHEAST CORNER OF LOT 36 OF SOUTHERN ADDITION, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF MADISON STREET AND THE WEST RIGHT-OF-WAY OF HOLLAND AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°42'31" WEST, 199.59 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 36 OF SAID SOUTHERN ADDITION; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, NORTH 88°36'10" WEST, 201.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°41'06" EAST, 199.97 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF MADISON STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°29'40" EAST, 201.65 FEET TO THE POINT OF BEGINNING. CONTAINING 0.924 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 111-103.*

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

**BE IT FURTHER RESOLVED** that the administration of the University, including the Vice President for Administrative Services, be authorized to prepare and execute the Build to Suit Real Estate Purchase Agreement and any related documents, and perform other acts as may be necessary to implement this resolution.

**VOTE:**        **AYE** \_\_\_\_\_

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

**COMMENTS:**

The property is sited at the corner of Holland Avenue and Madison Street, near existing Missouri State University buildings. Construction will consist of a multi-story building to include approximately 201 units and 402 beds for student housing, 2 apartments for hall staff, 279 indoor parking spaces, a dining hall space (white box only), retail space (white box only) and other student amenities.

The residence hall will be built by Bryan Student Housing, LLC, which is owned by Bryan Magers.

The residence hall will be completed on or before June 1, 2020, with closing to occur on or before July 2, 2020. The purchase price of the residence hall will be determined by a cost-based post-construction appraisal and capped at \$24 million. If the purchase is funded via an auxiliary bond issuance, our financial analysis indicates that the housing fees collected from residents of the new residence hall should pay for the University's annual bond payment obligation, such that this project will cash flow.

This Build to Suit Real Estate Purchase contract has been reviewed and approved by both the University's outside counsel and General Counsel.

Due to size and technicalities of documents, Exhibit B-2 Construction Drawings are not included in Board materials.

It is recommended that the attached contract be approved.

**BUILD TO SUIT REAL ESTATE PURCHASE AGREEMENT**

This BUILD TO SUIT REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”) by and between Bryan Student Housing, LLC, a Missouri limited liability company (the “Seller”) and the Board of Governors of Missouri State University (the “Buyer”).

WHEREAS, Seller is the owner of that certain real property located at 630 E. Madison, Springfield, Greene County, Missouri (the “Land”), as described more specifically in **Exhibit “A”**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, subject to the terms of this Agreement, the parties agree that (a) Seller will demolish the current improvements on the Land and construct the Improvements (as defined below) on the Land and (b) Buyer hereby agrees to purchase the Land and the Improvements (collectively the “Premises”) from Seller pursuant to the terms set forth in this Agreement; and

WHEREAS, Seller has retained the services of Humphreys & Partners Architects, L.P. (the “Architect”) to provide architectural services in connection with the design and specifications for the Improvements; and

WHEREAS, Sell has contracted with Integrity Development and Construction, LLC (the “Contraction Manager”) to manage construction of the Work (the “Work” shall include all demolition, Improvements, construction and services required by this Agreement and the Construction Documents, whether completed or partially completed, and includes, without limitation, all materials, equipment, labor and services required for completion of the Improvements on the Land).

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements and obligations hereinafter set forth, Seller and Buyer agree as follows:

1. **Build to Suit Provisions.** The following terms and provisions shall apply to the construction of the Improvements contemplated by this Agreement.

(a) **Construction Contract and Construction Documents.** Seller shall enter into a construction agreement with Integrity Development and Construction, LLC (or such other general contractor determined by Seller) to construct on the Land a multi-story building to include approximately 201 units and 402 beds for student housing, two (2) apartments for hall staff, 279 indoor parking spaces, a dining hall space (white box only), retail space (white box only) and other student amenities (the “Improvements”), materially in accordance with the final site plan (the “Construction Set Site Plan”) attached hereto as **Exhibit “B-1”** and the final construction plans and specifications (the “Construction Set Drawings”, together with the Site Plan collectively the “Construction Documents”) attached hereto as **Exhibit “B-2”**, both of which are made a part hereof by this reference. As used herein, “Buyer’s Requirements” shall mean the Improvements and Work required by the Construction Documents and all Work and Improvements reasonably inferable therefrom. Buyer hereby consents to and approves the Construction Documents and instructs Seller to

construct the Improvements according to the Construction Documents, together and in accordance with this Agreement, Addenda approved by Buyer, Modifications approved by Buyer, and Change Orders approved by Buyer. Seller shall collaborate with Buyer regarding all changes to the Work required of the Construction Documents. Buyer shall have the right to approve all changes to the Construction Documents, including without limitation, all addenda, modifications, change orders, with such approval not being unreasonably withheld or delayed. Seller shall construct the Improvements and perform the Work according to the Construction Documents. Seller shall comply with prevailing wage law as established by Missouri law, including, but not limited to Mo. Rev. Stat. §290.220 and shall further comply with all other laws affecting work performed on or for Missouri State University. Furthermore, Seller shall indemnify Buyer from any and all claims that prevailing wage laws were not complied with in the construction of the Improvements and the performance of the Work. As used in this Agreement, 'white box' finish shall be the finish as specified by the Construction Documents in the locations so designated clearly in the Construction Documents.

(b) Project Costs. The parties agree that all costs associated with the Work and soft costs related thereto (the "Project Costs") shall be initially paid for by the Seller.

(c) Change Orders. All changes to the Work require approval by Buyer. In the event of a proposed change to the Work (provided it is required by Buyer as a material change in Buyer's Requirements) that results in a material and significant change in the scope of the Work or the level of finishes for the Improvements that directly increase Seller's cost, and, provided further that Buyer and Seller approve the increased cost associated with such material change prior to commencement of Work on such change, the increased cost of such Improvements associated with the approved changes shall (1) increase the Purchase Price cap set forth in Section 3 below, and (2) be considered by the Appraiser in the Post-Construction Appraisal. Likewise, in the event that changes in the Buyer's Requirements result in a material reduction in the scope of the Work or the level of finishes, the direct savings associated with such material change shall reduce the Purchase Price cap set out in Section 3 below. Seller and Buyer will coordinate any proposed change order and Buyer shall be entitled to see all documentation related to all change orders and modifications. Notwithstanding anything above to the contrary, the parties agree that the courtyard is going to be redesigned, which will result in a reduction in scope and cost (the "Courtyard Redesign"); however, the Courtyard Redesign shall not result in a reduction in the Purchase Price.

(d) Substantial Completion. Substantial completion of the Improvements shall mean the point when the Work is sufficiently complete in accordance with the Construction Documents so that the Work can be utilized for its intended use, but subject to punch list items ("Substantial Completion"). Substantial completion shall be certified by the Architect and approved by Buyer, with such approval from Buyer not being unreasonably withheld, conditioned or delayed. The parties agree that the Seller shall complete the Work on the Improvements to a level of Substantial Completion on or before April 1, 2020 (the "Deadline for Substantial Completion"). Weather that is customary for Springfield, Missouri shall not be a basis for an extension of time. The



Initial Project Schedule includes 120 calendar days of float time that should allow Seller plenty of time to complete the project as planned. A material change in Buyer's Requirements at the commencement of the Project would not result in an extension of the Substantial Completion date unless the delay exceeded 60 days.

(e) Final Completion. The parties agree that for purposes of this Agreement, final completion of the Improvements shall mean that all Work required by the Construction Documents is completed, including all punch list items, in accordance with the Construction Documents ("Final Completion"). Final completion shall be certified by the Architect and approved by Buyer upon completion of the Work and all Punch List items to the satisfaction of Buyer, with such approval from Buyer not being unreasonably withheld, conditioned or delayed. Seller must deliver to Buyer at or prior to Final Completion, all Operations and Maintenance Manuals, all Contractor, Manufacturer and Equipment Warranties, As-built Drawings, and every other Work, information and material required for the operation and maintenance of the facilities constructed upon the premises. Seller must achieve Final Completion no later than May 30, 2020.

(f) Post-Construction Appraisal. Seller shall obtain an appraisal of the Premises at such time as the work on the Premises is at or near Substantial Completion (the "Post-Construction Appraisal"). The sole purpose of the Post-Construction Appraisal for purposes of this Agreement is to provide a valuation of the Premises to support the Purchase Price set forth below. The Post-Construction Appraisal shall be a cost approach appraisal and shall be performed using the methods and data customarily utilized by, and outlined in the summary from, CBRE attached hereto as **Exhibit "C,"** except for numbered sentence 8 contained therein, together with a ten percent (10%) developer fee to be included in the value over and above all other costs included in the appraisal. Furthermore, the Land shall be deemed to have a value of no less than One Million One Hundred Forty Thousand Dollars (\$1,140,000.00) (which value was determined by a current appraisal of the Land). The Post-Construction Appraisal shall specifically exclude the Excluded Work/Items, including all infill, initial tenant improvement costs, furniture, fixtures, equipment and inventory performed or provided by, or on behalf of, Buyer. Further, the Appraisal shall not include Additional or indirect costs incurred by Buyer, including the value of the tenant improvement costs, lease up, advertising, marketing costs or other costs, Additions or items incurred by Buyer associated with the Premises. The parties agree to use Steve Lewis with CBRE Valuation - Advisory Services in Houston, Texas ("CBRE") to perform and provide the Post-Construction Appraisal to be used by the parties. The parties agree to rely on the Post-Construction Appraisal provided by CBRE for purposes of establishing the Purchase Price under this Agreement. The parties agree to split the cost of the Post-Construction Appraisal.

(g) Excluded Work/Items. The parties agree that the Improvements shall not include (a) the construction of the infill for the dining hall (Seller will complete the area to a white box finish to include all plumbing, electrical, and mechanical fixtures/equipment), (b) the construction of the infill for the retail spaces (Seller will complete the area to a white box finish), (c) all additional furniture, fixtures, equipment and other personal property

required by Buyer to operate the Premises, and (d) any other improvements not described in, or reasonably inferred from, the Construction Documents (the "Excluded Work").

(h) Access and Coordination of the Excluded Work. The parties agree that Buyer shall be provided the right to access the Premises to complete the construction of the Excluded Work. Such access shall not, until after Substantial Completion and exchange of Punch Lists include delivery or set up of furniture, fixtures, equipment, inventory or other personal property items. The access is limited to performing construction activities to complete the infill of the dining hall and retail spaces, and the commissioning process contemplated by Section 1(k), below. The start of such access shall be determined as construction of the Improvements progresses to a point where construction of the Excluded Work will not materially interfere with the progress of the Improvements. Seller's and Buyer's contractors shall coordinate and work together to ensure smooth integration and to avoid unreasonable interruption of Seller's construction of the Improvements.

(i) Construction Progress Analysis. The timely progress of the Work is of the essence. In addition to allowing weekly access to the project by a designated representative of Buyer, Seller shall allow reasonable access to the project by Buyer's Schedule Consultant. Buyer's Schedule Consultant shall be Dynamic CPM, LLC (operated by Roy and Meschelle Campbell), or such other consultant as Buyer may designate, to provide Buyer's Representation services, including weekly site inspections, monthly (or more frequent) progress reports, Critical Path Management and scheduling analysis of the progress of the Work, evaluation of schedule submissions by contractor and Seller, time impact analysis and Construction Progress Analysis as reasonably requested by Buyer. During the month of November 2019 Schedule Consultant shall provide a detailed analysis of the progress of the Work based upon the weekly monitoring and inspections performed since commencement of the Work to assess whether the progress on Work is in substantial compliance with the Initial Project Schedule and the required Substantial Completion and Final Completion Deadlines. (the "November 2019 Assessment"). The November 2019 Assessment shall be performed by Schedule Consultant. Seller, Buyer, the Construction Manager and Architect have agreed to the Initial Project Schedule for the Work, and a copy is attached hereto and marked as **Exhibit "D"** hereof (the "Initial Project Schedule"). The Project Schedule contains critical path items which must be accomplished within certain deadlines if Work is to be completed on or before April 1, 2020 (the "Critical Path Items"). The Progress Schedule shall not be altered or amended without the consent of Seller, Buyer, the Construction Manager and Architect. The Schedule Consultant may determine that, based upon its review and monitoring of the progress of the Work and the ability of Seller and Construction Manager to effectively manage scheduling issues, that there is a reasonable likelihood that Seller will not be able to deliver Substantial Completion within the time required in this Agreement, taking into account the Construction Manager's commitment and ability to provide additional resources necessary to achieve Substantial Completion by April 1, 2020 (herein "Substantial Non-compliance"). In the event the November 2019 Assessment reveals that there is likely to be Substantial Non-compliance, Buyer or Seller shall have the right to extend the obligation to reach Final Completion to a date not

later than April 1, 2021 and Closing (as defined in Section 6 below) to a date no later than June 1, 2021 (subject to all other closing conditions stated herein).

(j) Routine Inspections During Construction. Throughout the construction of the Improvements, Buyer shall have the right to have two (2) representatives (or such other persons as may be approved by Seller in advance) accompany the Schedule Consultant on weekly site observations to monitor the progress of the Work. All such inspections shall be coordinated with Seller's on-site construction manager.

(k) Commissioning and Inspection Upon Substantial Completion and Final Completion. Buyer reserves the right to contract with a third-party commissioning agent ("Commissioning Agent"), at Buyer's sole cost, to serve as a technical representative for Buyer and ensure construction meets the design intent as illustrated by the construction documents. Such Commissioning Agent, if utilized, will be responsible for performing a commissioning process which encompasses and coordinates the functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing, and training. The commissioning process is not intended to relieve Seller or its contractors of their responsibility with regard to the above tasks; rather, it allows the Commissioning Agent to observe and participate in those processes to verify performance and ascertain whether the building systems perform interactively according to the design intent. Seller's Construction Manager and appropriate subcontractors shall be required to participate in the commissioning process and address issues identified by the Commissioning Agent to the reasonable satisfaction of Buyer. Buyer may hire Schedule Consultant to perform some or all of the Commissioning Agent tasks. Seller shall bear the costs to complete the Work in accordance with the design intent and bring the building systems into compliance to the reasonable satisfaction of Commissioning Agent. Buyer shall have the right to inspect the Premises with Seller and the Construction Manager, its subcontractors and the Architect to determine whether the Improvements are Substantially Complete or Finally Complete, as applicable. Within three (3) business days following the Substantial Completion inspection, Seller shall provide to Buyer its proposed list of punch list items to be completed prior to Final Completion (the "Punch List"). Buyer shall provide comments to the Punch List within five (5) business days of the receipt of Seller's Punch List. The parties shall work together to mutually agree upon a reasonable Punch List for completion of the Work. In the event of a dispute over any Punch List items, the Schedule Consultant and Seller's architect shall resolve all such disputes. If Schedule Consultant and Seller's architect do not agree on the Punch List items, a 3<sup>rd</sup> Party Neutral shall be selected upon mutual agreement of the parties to make a determination regarding the Punch List. Once the Punch List is agreed to by the parties, the completion of the Punch List shall be deemed Final Completion of the Improvements and shall satisfy the Seller's obligation to complete the construction of the Improvements for purposes of moving to Closing of the sale of the Premises. Obtaining Final Completion shall not, however, relieve Seller of its Warranty obligations set forth below, including without limitation, Seller's Warranty obligation to ensure full system functionality (including mechanical, plumbing, electrical, fire protection, and HVAC) ("Full Functionality"), regardless as to whether the Buyer's commissioning process is complete by the time Buyer provides comments to the Seller's Punch List.

(l) Pre-Closing Steps, Closing Conditions and Timing. Certain items and steps must be completed following Substantial Completion to move to the Closing of the sale contemplated by this Agreement. The Buyer intends to secure bonds to pay the Purchase Price. In order to complete the approval and sale of the bonds, Buyer must have received the Post-Completion Appraisal and the Improvements must achieve Final Completion (the "Closing Conditions"). Closing shall occur within thirty (30) days of Final Completion; provided, however, Closing shall not occur before March 1, 2020 or after July 2, 2020, unless Closing is extended by buyer to 2021 as provided in Section 1(i) or 1(n). Buyer agrees to proceed with its necessary bond application, and to use due diligence to successfully complete the bonding process as soon as practicable. Buyer agrees that provided (a) the Improvements are Substantially Complete by April 1, 2020, (b) the Post-Closing Appraisal is completed and delivered to the Buyer on or before May 15, 2020 and (c) the Improvements satisfy Final Completion on or before June 2, 2020, Buyer will complete its bond issuance on or before July 1, 2020 and complete the Closing of this Agreement on July 2, 2020. In the event the above deadlines are not met, the Closing shall be delayed by such amount of time as necessitated by such delayed delivery of the above closing items. If there is a delay, the parties agree to work together to Close as soon as reasonably possible thereafter. As necessary, Buyer will agree to seek special board meetings as reasonably necessary to obtain the bond approvals necessary to close. Buyer shall pay for all bonding costs, including, but not limited to, application fees, closing fees, costs and interest, legal fees, inspections, and environmental assessments.

(m) Buyer Delayed Closing. The parties agree that, so long as Seller has met the delivery schedule set forth in the preceding subsection, in the event Buyer fails to Close on the purchase of the Premises for more than thirty (30) days beyond the later of the date of Final Completion and delivery of the Post-Closing Appraisal (the "Interest Trigger Date") through no fault of Seller, Buyer shall be obligated to reimburse Seller for all construction loan interest payable by Seller which accrues between the Interest Trigger Date and the date the parties Close the Agreement.

(n) Liquidated Damages. In the event the Closing is not extended pursuant to the November 2019 Assessment and in the event Seller fails to achieve Substantial Completion on or before April 1, 2020, or such later date as provided herein, through no fault of Buyer, Seller shall pay to Buyer liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) per day for every calendar day after April 1, 2020 Seller fails to achieve Substantial Completion for the first ninety (90) days of delayed completion, Five Thousand Dollars (\$5,000) per day every day thereafter ("Liquidated Damages"), provided however that, should Seller fail to achieve Substantial Completion within sixty (60) days of April 1, 2020, Buyer may, at its sole option, delay closing for up to twelve months (but if such option is elected by Buyer, Buyer shall only be entitled to Liquidated Damages through the date of the election to delay the Closing) and, so long as Seller has achieved Final Completion (b) Closing shall occur on or before July 2, 2021 following the same procedures otherwise set forth herein. Should Seller fail to achieve Final Completion within sixty (60) days of Substantial Completion, Seller shall pay to

Buyer (or Buyer may deduct from the Purchase Price) Five Thousand Dollars (\$5,000) for every such calendar day Seller fails to achieve Final Completion. The parties agree and acknowledge that the Liquidated Damages represent actual damages Buyer will incur, including without limitation significant reputational and soft cost damages, in the event that Substantial Completion is not achieved by April 1, 2020. The Liquidated Damages stated herein are the Buyer's sole remedy for delayed Substantial Completion.

(o) Budgeting. Buyer is a Missouri public entity, and as such it receives funds that are appropriated by the State of Missouri, and it cannot commit to make payments beyond its current fiscal year (FY). Therefore, both parties reserve the right to cancel the Agreement upon 10 days' prior written notice in the event Buyer determines, and notifies Seller, that it cannot satisfy its obligations under this Agreement from its budgets for FY 2019-20 or FY 2020-21. Buyer will use its bonding capacity to pay the Purchase Price to the extent possible. Buyer agrees to use due diligence to secure the Purchase Price through the issuance of bonds. Buyer also agrees to take all reasonably steps necessary to include in its budget for FY 2019-20 or FY 2020-21 such funds as shall be required to satisfy its obligations hereunder to the extent not paid by the proceeds of bonds issued by Buyer. Furthermore, Buyer shall keep Seller updated on the status of its annual budgets and shall provide prompt written notice to Seller of any shortfalls that may prevent Buyer from satisfying its obligations under this Agreement. Buyer agrees to notify Seller in July 2019 whether the funding for the Purchase Price was approved for the 2020 FY budget. If funding is not approved at such time, Seller shall have the right to immediately cease construction of the Work.

(p) Warranty. Seller warrants to Buyer for a period of one (1) year from the date of Final Completion that all materials and equipment utilized in the performance of the Work and incorporated into the Project shall be of good quality and new, that the Work will conform to the requirements of the Construction Documents, and that the Work will be free from defects. Work that fails to conform to these requirements may be deemed defective, including Work not properly approved or authorized by Buyer. Seller also agrees to assign to Buyer, as first occupant of the completed project, all manufacturer, contractor, and supplier warranties associated with the equipment, materials, and Work (including without limitation, all warranties affecting the roof systems, HVAC systems, etc.) as required by the Construction Documents. The contractor agreement shall include the standard warranty language from the AIA construction contract A201 form, as well as language in which the contractor acknowledges and agrees to the aforementioned assignment from Seller to Buyer.

2. Sale of the Premises. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, transfer and convey to Buyer and Buyer agrees to purchase from Seller the Premises, together with any and all easements and appurtenances belonging or appertaining to the Premises, free and clear of all liens, encumbrances and restrictions, subject to the conditions as described herein.

3. Purchase Price. The purchase price for the Premises shall be an amount equal to the appraised value of the Premises based on the Post-Construction Appraisal, subject to a cap of

Twenty Four Million Dollars (\$24,000,000.00) (the "Purchase Price"), but further subject, however to any upward adjustment as provided in Section 1(c) above. In the event the Post-Construction Appraisal reveals a value of the Premises exceeding \$24,000,000.00, Seller, or Seller's designee, shall be deemed to have made a donation of the excess value over \$24,000,000.00 to Missouri State University Foundation. The form of the donation shall be agreed upon by the parties, which may, at Seller's option, include naming rights for the Premises and such other incentives as agreed to by the parties.

4. Payment and Disbursement of Purchase Price. The Purchase Price, subject to all prorations, credits and adjustments as herein provided, shall be paid by Buyer to Seller in cash at the Closing.

5. Closing and Possession. Closing ("Closing" or "Closing Date") shall occur as soon as possible following the satisfaction of the Closing Conditions. Buyer shall be entitled to full possession of the Premises following Closing. Closing shall be at the offices of Fidelity Title Agency (the "Closing Service").

6. Closing Procedures. The sale of the Premises shall be governed by the following general closing procedures:

(a) Delivery of Boundary Survey and Title Commitment. Seller shall obtain and deliver to Buyer, within twenty (20) days of the execution of this Agreement: (1) a Boundary Survey performed by a licensed Missouri Professional Land Surveyor, performed in accordance with Missouri Standards for Property Boundary Surveys, showing the legal boundary of the property along with all easements, structures, and encroachments (if any) upon the property and a Site Plan showing the location of the proposed new structures; and, (2) a title commitment with a term of not less than twelve (12) months (hereinafter referred to as "Original Title Commitment"), from Fidelity Title Agency (hereinafter the "Title Company") for issuance to Buyer of the most current ALTA Form B Owner's Policy of Title Insurance (hereinafter the "Title Policy") with respect to the Premises, in the amount of the Purchase Price, showing Seller to be the owner of good and marketable fee simple title to the Premises in accordance with The Title Examination Standards of the Missouri Bar (the "Title Standards"), subject only to the following:

(i) Permitted Exceptions. The following encumbrances, exceptions, or conditions to the title of the Premises (hereinafter referred to as the "Permitted Exceptions"):

- (1) Applicable zoning laws or ordinances;
- (2) General real estate taxes not due as of the Closing Date;
- (3) Utility and sewer easements across the Premises; and

(4) Such other exceptions or conditions to title as shown on the Original Title Commitment expressly agreed to in writing by Buyer.

(b) Survey and Title Review Period. Buyer shall have forty-five (45) days from the receipt of the Survey and Original Title Commitment (the "Title Review Period"), to notify Seller in writing of any objections that Buyer may have to anything contained in the Survey or Original Title Commitment. Any items contained in the Survey or Original Title Commitment to which Buyer does not object during the Title Review Period shall be deemed to be acceptable to Buyer and be considered Permitted Exceptions. If Buyer makes such objections, Seller agrees to utilize its best efforts and reasonable diligence to cure all such objections, if any. Seller shall be required to expend whatever sums are required to cure the following items prior to Closing: (i) all mortgages, security deeds or other security instruments encumbering the Premises; (ii) mechanics liens or other monetary liens; (iii) all past due ad valorem taxes and assessments of any kind, whether or not of record, which constitute, or may constitute, a lien against the Premises; and (iv) judgments against the Seller which have attached to and become a lien against the Premises ("Mandatory Cure Items"). Seller's failure to cure any Mandatory Cure Items shall be a default of Seller. Buyer shall not be required to formally object to any Mandatory Cure Items, as such items are effectively objected to without further notice to Seller. For all other objections made by Buyer to the Original Title Commitment or Survey that are not Mandatory Cure Items ("Other Title Objections"), Seller shall have twenty (20) days from the date such objections are disclosed to either cure such Other Title Objections or notify Buyer of Seller's inability or unwillingness to cure such Other Title Objections. Seller's failure, inability or unwillingness to cure any such Other Title Objections shall not be a default of Seller. In the event Seller notifies Buyer in writing that it is unable or unwilling to cure any of the Other Title Objections within the applicable time period, Buyer may either (a) terminate this Agreement within thirty (30) days, without Seller being in default, or (b) waive the unsatisfied Other Title Objections and proceed to Closing under this Agreement. In the event of Seller's failure to cure any Mandatory Cure Items on or before the Closing Buyer may declare Seller in default and pursue any other remedies available to Buyer set forth in this Agreement. All items not objected to or waived shall be deemed Permitted Exceptions

(c) Updated Title Commitment. The parties agree that the Original Title Commitment shall be updated by the Seller and delivered to Buyer no less than thirty (30) days prior to the anticipated Closing (the "Updated Title Commitment"). Buyer shall have the right to review and object to any Other Title Objections that were not on the Original Title Commitment. Buyer may not object to Other Title Objection items that appeared on the Original Title Commitment or any items which were recorded with the consent of Buyer. Such objections shall be made within five (5) business days of Buyer's receipt of the Updated Title Commitment. Seller must cure all Mandatory Cure Items prior to Closing. In the event Mandatory Cure Items exist at the Updated Title Commitment, Buyer may agree to a reduction in the Purchase Price in an amount sufficient to satisfy the Mandatory Cure Items. In the event the parties are unable to

resolve any issues with items in the Updated Title Commitment, the parties agree to submit the same to a third-party arbitrator to resolve. Such objections shall not be a reason for Buyer to refuse to Close. Buyer shall proceed to Closing while a dispute regarding the Title Commitment exists and at Closing subtract from the Purchase Price and pay into trust, to be held by the title company in escrow, such funds as Buyer shall reasonably determine are required to protect Buyer against Mandatory Cure Items or Other Title Objections and all costs, expenses and attorney fees associated with curing same.

(d) Transfer of Premises. At Closing, Seller shall convey the Premises by duly executed and acknowledged special warranty deed, conveying to Buyer good and marketable fee simple title to the Premises free and clear of all liens, claims and encumbrances, except for the Permitted Exceptions. Further, Seller shall assign and convey to Buyer: all manufacturers' warranties, contractors' warranties, suppliers' warranties, all of Seller's rights against its Construction Manager and all contractors, subcontractors and suppliers, and all other documents and information required by the Construction Documents.

(e) Taxes. Seller shall be responsible for all such taxes and special assessments levied and assessed against the Premises for the years prior to the calendar year and through the Closing. To the extent taxes are levied against the Premises for periods following the Closing, If applicable, Buyer shall be responsible to pay all such taxes and special assessments for its prorated share of the taxes for the year of the Closing.

(f) Title Policy. The obligations of Buyer to close shall be subject to the commitment by the Title Company, received by Buyer at Closing, that the Title Company is prepared to issue the Title Policy with respect to the Premises, in the amount of the Purchase Price, in conformity with the Title Commitment, containing no exception or condition to the title of the Premises other than the Permitted Exceptions. Buyer shall pay the costs of the Title Policy, including the costs associated with any policy endorsement(s) requested by Buyer, provided, however, that Seller shall pay all increased costs, if any, associated with removal of the mechanics' lien exception to the Title Policy.

7. Expenses. In addition to such costs and expenses of this transaction as are allocated to the parties as set forth in other provisions of this Agreement, the following additional costs and expenses of this transaction shall be borne by the parties as follows:

(a) Seller's Expenses. Seller shall pay the following expenses and costs of this transaction:

- (i) Any attorneys' fees separately incurred by Seller in negotiating, preparing and closing this Agreement;
- (ii) One half of the cost of the Closing Service (if applicable);



- (iii) The cost of issuance of the Title Commitment; and
- (iv) All recording fees for Mandatory Cure Items.

(b) Buyer's Expenses. Buyer shall pay the following expenses and costs of this transaction:

- (i) Any attorneys' fees separately incurred by Buyer in negotiating, preparing and closing this Agreement;
- (ii) One half of the cost of the Closing Service (if applicable);
- (iii) The cost of the Title Policy and any policy endorsements as charged by the Title Company; and
- (iv) All recording fees, except for Mandatory Cure Items.

8. Condemnation and Casualty Damage. If, prior to Closing, a condemnation or eminent domain proceeding is proposed, threatened or commenced against any portion of the Premises, Seller shall immediately notify Buyer of such event. Buyer may elect to either (i) terminate its obligations under this Agreement by notice to Seller prior to Closing, or (ii) close and receive all condemnation/eminent domain proceeds pertaining to the Premises, and Seller shall assign the same to Buyer at Closing. Seller shall also procure and maintain builders risk and other insurance that insure against all insurable casualty damage claims, damages, losses or expenses that may occur prior to Closing, naming Buyer as additional insured, in such amounts as may be required as the Work progresses, to cover all builders risks and casualty damage that may occur on the property or to the Work. The provisions of this Section shall survive Closing.

9. Default and Remedies. In the event of default in the performance or observance of any provision of this Agreement by a party hereto, the parties hereto agree as follows:

(a) Buyer's Default and Seller's Remedies. In the event Buyer shall fail to perform Buyer's obligations hereunder, except as excused in writing by the Seller or by the Seller's default, Seller shall make written demand upon Buyer for performance, and if Buyer fails to comply with such written demand within ten (10) days after receipt thereof, Buyer shall be in default, and Seller may pursue such legal and equitable relief as may be available to it, including, but not limited to, specific performance.

(b) Seller's Default and Buyer's Remedies. In the event that Seller shall fail to perform Seller's obligations hereunder to be performed by Seller, except as excused in writing by Buyer or by Buyer's default, Buyer shall make written demand upon Seller for performance, and if Seller fails to comply with such written demand within ten (10) days after receipt thereof, Seller shall be in default and Buyer may pursue such legal and equitable relief as may be available to it, including, but not limited to, specific performance.

10. Seller's Representations and Warranties. Seller represents and warrants the following as of the Effective Date and as of the Closing Date, which representations and warranties shall survive the Closing Date:

(a) Seller has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to comply with this Agreement and all other documents and instruments relating thereto in the transaction contemplated hereby.

(b) To the best of Seller's knowledge, no consent, approval or other authorization of or by any court, administrative agency or other governmental agency or quasi-governmental authority is required in connection with Seller's execution and delivery of or compliance or performance with this Agreement or any other document or instrument relating thereto and the transaction contemplated hereby.

(c) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the performance and compliance with the terms and conditions hereof by Seller will not conflict, or result in a breach of any mortgage, lease, agreement, or other instrument, decree, rule or regulation of any court, administrative agency or other governmental authority to which Seller is a party or by which Seller or Seller's properties are bound.

(d) There is no pending or threatened litigation or governmental action which would adversely affect the value of the Premises to the Buyer or the right of the Buyer to acquire the Premises. Seller has received no notice from any governmental authority of violations with respect to the Premises which have not been heretofore corrected, and there is no planned or commenced public improvement which may result in special assessments or otherwise materially adversely affect the Premises, or any governmental agency or court order requiring correction of any existing condition with respect to the Premises.

(e) There are no licenses, contracts or leases to which Seller is a party and which materially and adversely affect the ownership or maintenance of the Premises.

(f) To the best of Seller's knowledge, there are no adverse or other parties in possession of the Premises, or any part thereof. No party has been granted any license, lease or other right relating to the use or possession of the Premises or any part thereof.

(g) Seller is not aware of any boundary, survey or title questions or disputes with respect to the Premises. Seller has no knowledge of any geotechnical condition, sink hole, caves or other condition that would negatively impact the development of the Premises in the manner contemplated by the parties. Seller has obtained geotechnical testing of the soils at the site.

(h) To the best of Seller's knowledge, neither the Premises nor any part thereof is contaminated or contains, in violation of any applicable law, any toxic or

hazardous waste, substance or material (collectively the “Hazardous Materials”), as the same are defined or listed in any Federal, state or local law relating to the protection of human health or the environment (“Environmental Laws”). To the best of Seller’s knowledge and belief, no Hazardous Materials have been stored at, disposed of, buried, dumped, spilled, released, or are located in, on or about the Premises or any property adjacent thereto, in violation of any Environmental Laws. There are no underground storage tanks located on the Premises. Seller has received no notice from any governmental authority concerning the removal of any Hazardous Materials from the Premises. Seller has provided Buyer with a copy of a Phase 1 environmental assessment performed on the Land performed by Anderson Engineering dated April 3, 2017 (the “Existing Report”). Any chemicals used during construction shall be managed in accordance with applicable state and federal laws. Seller is responsible for removal from the property of all unused chemical product and/or chemical waste prior to final completion. Buyer hereby waives any right to terminate this Agreement or to seek damages or remediation reimbursement for any and all Hazardous Materials or any violations of Environmental Laws with respect to Premises for such environmental issues identified in the Existing Report, regardless of whether such items were in, on or below the surface of the Land.

(i) Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code (the “Code”) and the related regulations. Seller agrees to execute and deliver a certification at Closing that Seller is not a foreign person, in the form as may be requested by Buyer. Buyer shall not be required to withhold any portion of the Purchase Price in accordance with any provision of the Code.

11. Buyer’s Representations and Warranties. Buyer represents and warrants the following as of the Effective Date, which representations and warranties shall survive the Closing Date:

(a) Authorization. Buyer has full power and authority to execute and deliver this Agreement and to perform their obligations hereunder and to comply with this Agreement and all other documents and instrument relating thereto and the transaction contemplated hereby, subject only to the necessary approval of the sale of bonds to fund the purchase of the Premises.

(b) Board Approval of Bonds. Buyer agrees to seek appropriate approval to (a) seek bond financing and (b) to sell the bonds necessary to complete the Closing on the purchase of the Premises as provided herein. Buyer agrees to take all steps reasonably necessary to obtain such approvals on a timely basis and as soon as possible.

12. Escrow Agents. If a dispute arises over the disposition of funds or documents deposited with any escrow agent designated herein or appointed pursuant to the provisions hereof, that results in litigation, any attorney fees, court costs or other related expenses incurred by said escrow agent in connection with such dispute shall be reimbursed to said escrow agent by the prevailing party as between Seller and Buyer.

13. Assignment; Binding Effect and Benefits. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. To be enforceable, all assignments must be in writing and a copy provided to the other party. Subject to such restrictions and limitations, this Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Entire Agreement. This Agreement constitutes the entire understanding of the parties as to the transactions contemplated herein, and supersedes any and all understandings or agreements, if any, oral or written, between the parties relating to the subject matter hereof. There are no understandings, representations, agreements, promises or covenants other than those included herein.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Missouri.

16. Notices. Except as otherwise required by law, any notice given in connection with the Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party when (i) sent by certified or registered mail, postage prepaid, (ii) sent by FedEx or a similar nationally recognized overnight delivery service, (iii) sent by facsimile, in which case notice shall be deemed received upon confirmation of transmission to the intended recipient, (iv) sent by email at the address listed below or (v) delivered personally, in each case to the parties at the addresses and to the addressees set forth below or at such other addresses or addressees as such parties may designate by notice to the other. Notices shall be deemed to be received on the day of actual receipt, in the case of personal delivery or email, or on the date of receipt set forth in the confirmation of delivery, in the case of facsimile or mailing. Notices shall be forwarded using the following contact information, subject to change as provided above:

(a) If to Seller:

Bryan Student Housing, LLC  
Attn: Bryan Magers  
840 S.Roanoke Ave.  
Springfield, MO 65806

With a copy to:  
Mike Nichols  
Spencer Fane LLP  
2144 E. Republic Rd., Suite B300  
Springfield, MO 65804

(b) If to Buyer:

Missouri State University  
Attn: Matthew D. Morris  
901 S. National Ave.

Springfield, MO 65897

With copies to:  
Missouri State University  
Attn: Rachael M. Dockery  
901 S. National Ave.  
Springfield, MO 65897

Michael Textor  
Lathop Gage  
901 E. St. Louis, Suite #100  
Springfield, MO 65804

17. Waiver. Either party hereto may waive any requirement, covenant, contingency, condition or obligation to be performed by the other party, provided that such waiver shall be in writing and executed by the party waiving the requirement, covenant, contingency, condition or obligation, and shall be specifically designated as a waiver hereunder with reference to the applicable Section and paragraph of this Agreement. Except as hereinabove provided, a waiver by a party of any breach of any term, covenant, or condition contained herein to be performed by a party, or the delay forbearance, indulgence or failure of a party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant, contingency or condition hereof.

18. Survival. The parties agree that the terms, conditions and provisions of this Agreement shall survive the Closing described herein.

19. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. Electronic Execution. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or scanned and sent by computer email or any other electronic method (an "Electronic Document") is to be treated as an original document. The signature of any party on an Electronic Document, for purposes hereof, is to be considered an original signature, and the Electronic Document shall have the same binding effect as an original signature on an original document. At the request of any party, any Electronic Document shall be re-executed in original form by the parties who executed the Electronic Document. No party may raise the use of an Electronic Document or the fact that any signature was transmitted through the use of a facsimile machine, computer email or any other electronic method as a defense to the enforcement of this Agreement or any other document executed in compliance with this Section.

21. Brokerage Commission. The parties hereby agree that no real estate agents or brokers have been used by either party in connection with this Agreement. Each party hereby indemnifies and agrees to hold the other parties harmless from and against any and all costs

arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

22. Attorneys' Fees. If there is any litigation between Seller and Buyer to enforce or interpret any provisions hereof or rights arising hereunder, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the successful party, such fees to be determined by the court sitting without a jury.

23. Indemnity. Seller agrees to defend, hold harmless and indemnify Buyer from and against all claims, damages, losses, suits, liens, actions, causes of action, costs and expenses, including but not limited to attorney fees, that arise before or after Closing, that relate to, accrue from, or arise out of the construction of the Improvements or performance of the Work on the Project, including but not limited to all workers compensation, general liability or lien claims by any worker, supplier, vendor, subcontractor, construction manager, or third party. This Indemnity agreement shall survive termination and Closing.

24. Corporate Guaranty. Bryan Properties Management Company, LLC ("BPMC"), its successors and assigns, agree to guarantee all of Seller's warranty obligations as set forth in Section 1(p), above. BPMC shall not transfer or otherwise dispose of any of its assets except in the ordinary course of business.

25. LIKE-KIND EXCHANGE. Either Seller or Buyer, or both, may consummate its or their obligations hereunder as part of a so called "like-kind exchange" (the "Exchange") pursuant to §1031 of the Code, provided, however, that: (i) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to such party's or parties' obligations under this Agreement, (ii) if appropriate, the exchanging party shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary and the other party shall not be required to acquire or hold title to any property for the purposes of consummating the Exchange, (iii) the exchanging party shall pay any additional costs and expenses that would not otherwise have been incurred by it or the other party had such not engaged in the Exchange, and (iv) the exchanging party shall indemnify, defend and hold the other party harmless from and against any additional costs and any and all loss, costs, damage, claim or liability arising from the Exchange

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

**SELLER:**

BRYAN STUDENT HOUSING, LLC

By: BJ Gill

Name: BRAD GEORGE

Title: COO

**BUYER:**

BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LAND**

**SURVEY DESCRIPTION**

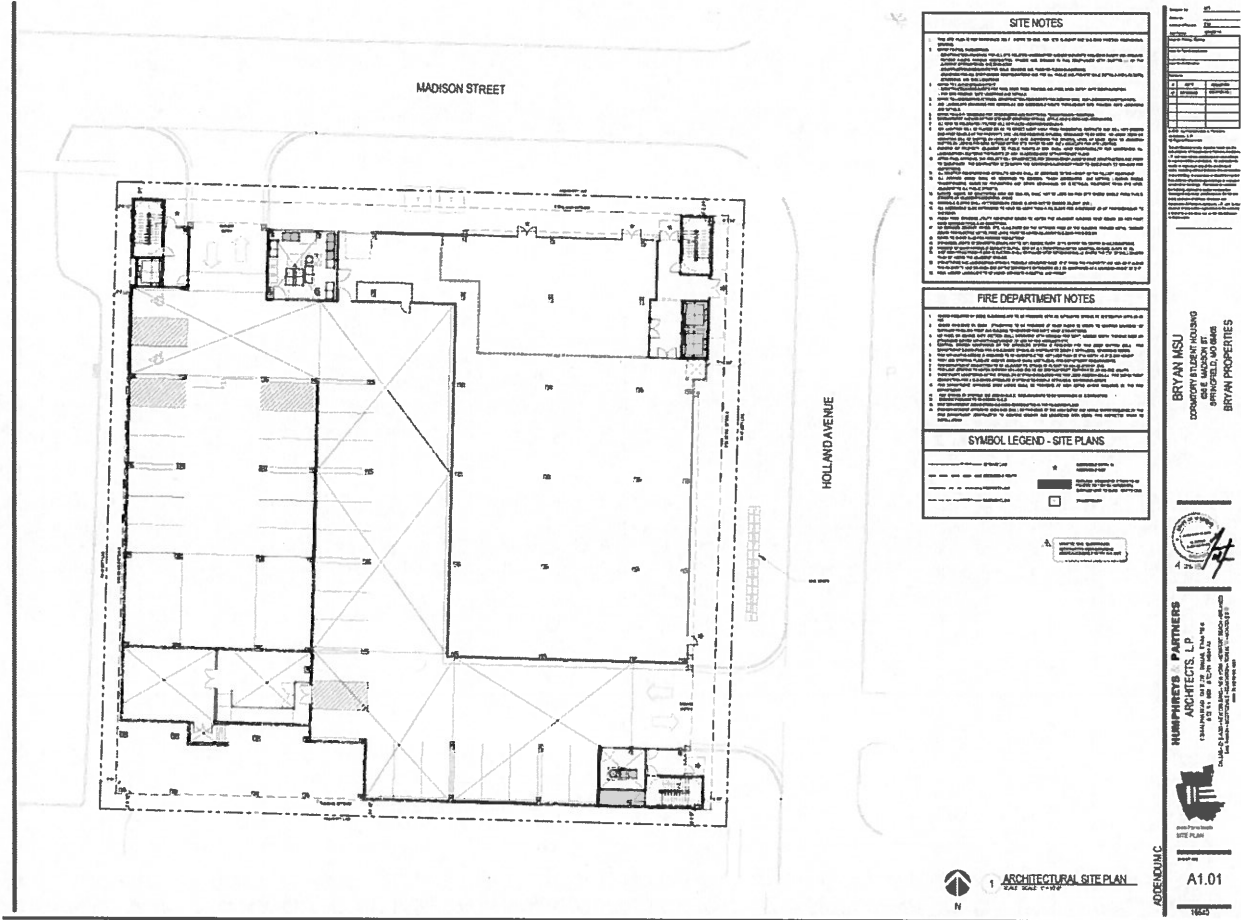
A TRACT OF LAND AS LYING IN ALL OF LOTS 36, 37 AND THE EAST HALF OF LOT 38 OF SOUTHERN ADDITION, PLAT BOOK B, PAGE 85, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2013, PAGE 031422-13 AND IN BOOK 2013, PAGE 055616-13 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 36 OF SOUTHERN ADDITION, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF MADISON STREET AND THE WEST RIGHT-OF-WAY OF HOLLAND AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°42'31" WEST, 199.59 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 36 OF SAID SOUTHERN ADDITION; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, NORTH 88°36'10" WEST, 201.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°41'06" EAST, 199.97 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF MADISON STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°29'40" EAST, 201.65 FEET TO THE POINT OF BEGINNING. CONTAINING 0.924 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 111-103.



**EXHIBIT "B-1"**

**CONSTRUCTION SITE PLAN**



**EXHIBIT "B-2"**

**CONSTRUCTION SET DRAWINGS & CONSTRUCTION DOCUMENTS**

**[Prior to execution, the parties agree to attach a summary of the agreed to construction plans as of the date the contract is executed.]**

## EXHIBIT "C"

### CBRE APPRAISAL STANDARDS

#### **Cost Approach**

In estimating the replacement cost new for the subject, the following methods/data sources have been utilized (where available):

- the comparative unit method has been employed, utilizing the Marshall Valuation Service (MVS) cost guide, published by Marshall and Swift, LLC;
- the subject's actual construction costs (where available); and
- actual/budget construction cost figures available for comparable properties have been considered.

#### **MARSHALL VALUATION SERVICE**

##### **Direct Cost**

Salient details regarding the direct costs are summarized in the Cost Approach Conclusion at the end of this section. The MVS cost estimates include the following:

1. average architect's and engineer's fees for plans, plan check, building permits and survey(s) to establish building line;
2. normal interest in building funds during the period of construction plus a processing fee or service charge;
3. materials, sales taxes on materials, and labor costs;
4. normal site preparation including finish grading and excavation for foundation and backfill;
5. utilities from structure to lot line figured for typical setback;
6. contractor's overhead and profit, including job supervision, workmen's compensation, fire and liability insurance, unemployment insurance, equipment, temporary facilities, security, etc.;
7. site improvements (included as lump sum additions); and
8. initial tenant improvement costs are included in MVS cost estimate. However, additional lease-up costs such as advertising, marketing and leasing commissions are not included.

Base building costs (direct costs) are adjusted to reflect the physical characteristics of the subject. Making these adjustments, including the appropriate local and current cost multipliers, the direct building cost is indicated.

##### **Additions**

Items not included in the direct building cost estimate include parking and walks, signage, landscaping, and miscellaneous site improvements. The cost for these items is estimated separately using the segregated cost sections of the MVS cost guide.

##### **Indirect Cost Items**

Several indirect cost items are not included in the direct building cost figures derived through the MVS cost guide. These items include developer overhead (general and administrative costs), property taxes, legal and insurance costs, local development fees and contingencies, lease-up and marketing costs and miscellaneous costs.

**CBRE**

**EXHIBIT "D"**

**INITIAL PROJECT SCHEDULE**

Item	Quantity	Unit	Description
1	1	Lot	Drilled Piers
2	1	Lot	Parking Garage
3	1	Lot	Stair & Elevator Towers
4	1	Lot	Parking Garage Fire Protection
5	1	Lot	Parking Garage Electrical Elevators
6	1	Lot	Ground Level
7	1	Lot	Block Walls
8	1	Lot	MEP Rough-in
9	1	Lot	Storefront Installation
10	1	Lot	Painting
11	1	Lot	Acoustical Ceiling
12	1	Lot	MEP Trimout
13	1	Lot	Fifth Floor
14	1	Lot	Partners/Planters to Courtyard
15	1	Lot	Wood Framing
16	1	Lot	Gyp-Crete Sub-Floor
17	1	Lot	Rough-in Inside Walls
18	1	Lot	Insulation
19	1	Lot	Glass and Glazing
20	1	Lot	Plumbing Rough-in
21	1	Lot	HVAC Rough-in
22	1	Lot	Fire Protection
23	1	Lot	Drywall
24	1	Lot	Tape, Sand & Finish
25	1	Lot	Painting
26	1	Lot	Bathroom Vanities
27	1	Lot	MEP Trimout
28	1	Lot	Doors & Hardware
29	1	Lot	Floorcovering
30	1	Lot	Seventh Floor
31	1	Lot	Wood Framing
32	1	Lot	Gyp-Crete Sub-Floor
33	1	Lot	Rough-in Inside Walls
34	1	Lot	Insulation
35	1	Lot	Glass and Glazing
36	1	Lot	Plumbing Rough-in
37	1	Lot	HVAC Rough-in
38	1	Lot	Fireprotection
39	1	Lot	Drywall
40	1	Lot	Tape, Sand & Finish
41	1	Lot	Painting
42	1	Lot	Bathroom Vanities
43	1	Lot	MEP Trimout
44	1	Lot	Doors & Hardware
45	1	Lot	Floorcovering
46	1	Lot	Roofing
47	1	Lot	Metal Mesh Panels
48	1	Lot	Stair Tower Curtain Walls
49	1	Lot	Exterior Metal Panels
50	1	Lot	Misc. Exterior Sheetmetal
51	1	Lot	Metal Wall Panels
52	1	Lot	Courtyard Landscaping & Pavers

XVI.A.

Presentation to the Board of Governors  
May 17, 2018

### **The New Rules of Engagement**

The ways of higher education alumni engagement are changing around the country. The Education Advisory Board-Advancement Unit has conducted national research on the new rules of engagement because alumni demographics are ever changing and ways to engage are changing as fast as technology is changing. We will provide a snapshot of the current research on alumni programming and also a historical view of alumni programming at Missouri State University since the Alumni Association was founded in 1941. We will review the current activities of engagement and also look at trends for the future. Our goals are to create a more comprehensive engagement strategy through connection, engagement and leadership which will move alumni through the engagement funnel to help identify potential volunteers and donors.

#### Discussion Questions:

1. What is an “engaged” alumnus/a of MSU?
2. Can our definition be tracked and measured?
3. How does that definition and metric help us move an alum to make a financial gift?

XVII.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of 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,...."
- J. R.S.Mo. 610.021(20). "Portion of a record that identifies security systems or access codes or authorization codes for security systems of real property;"

VOTE: \_\_\_ AYE

\_\_\_ NAY